

IN THE CIRCUIT COURT OF WILLIAMSON COUNTY
AT FRANKLIN, TENNESSEE

SHERRILYN KENYON

Plaintif

v.

No. _____
JURY DEMAND

KERRIE ANN PLUMP,
LAWRENCE R. KENYON, II,
And PACO CAVANAUGH

Defendants

COMPLAINT

Now comes the Plaintiff, SHERRILYN KENYON, by and through Counsel, and files this Complaint against the named defendants for tortious interference with business relations, invasion of privacy (public disclosure of private facts), breach of contract, personal injury by poisoning, civil conspiracy, and other tortious acts set forth herein. Plaintiff seeks relief based on her current knowledge as of the filing of this Complaint. Much of the tortious conduct of the defendants was kept hidden from Plaintiff and has only become available. Plaintiff reserves the right to amend and supplement her complaint as more facts become available.

In support of this action, the Plaintiffs would show the following:

1. SHERRILYN KENYON is an adult who resides in Williamson County, Tennessee. Ms. Kenyon is an established #1 international best-selling author that has a broad fan base and has experienced wide success with her multiple fiction series. At the times relevant to the events in this Complaint, Ms. Kenyon was published by St.

Martin's Press, a division of Macmillan Publishing, as well as Simon & Schuster, and a number of other publishers. Ms. Kenyon had always operated her writing career as a sole proprietorship. In August 2006, she opened Mighty Barnacle LLC, (MB) which functioned as the entity managing her web-site and web-based marketing. MB later expanded as the pass-through entity which would enter into event contracts, hire employees, and manage other marketing sources. Mighty Barnacle is a single-member LLC for which Lawrence Kenyon has no ownership interest and has never been designated as an officer of the company by Plaintiff Kenyon. Mighty Barnacle, LLC is solely funded through the royalties and revenues of Ms. Kenyon's sole proprietorship. She shall be referred to as Plaintiff, Sherrilyn Kenyon, Ms. Kenyon, or Plaintiff Kenyon.

2. LAWRENCE R. KENYON, II is an adult who resides in Williamson County, Tennessee. Mr. Kenyon is the husband of Ms. Kenyon as of the time of filing this Complaint. Mr. Kenyon is also a licensed attorney and acted as an attorney in his hiring and directing the conduct of Kerrie Plump and Paco Cavanaugh. He shall be referred to as Lawrence Kenyon, Mr. Kenyon, or Defendant Kenyon.
3. KERRIE PLUMP is an adult that is believed to reside in Davidson County, Tennessee. Ms. Plump came to the services of Plaintiff and Mr. Kenyon in August 2014 through "Tutor Doctor" to provide tutoring services for their children. By the fall of 2015, Mr. Kenyon and Ms. Plump breached the Tutor Doctor contract and Mr. Kenyon hired Ms. Plump to provide other services for himself and the family. These services were initially focused on administrative and para-legal functions in

behalf of Lawrence Kenyon. However, Mr. Kenyon expanded her duties to provide other services related to the Plaintiff's writing career and insisted that Plaintiff Kenyon use Plump at times as a personal assistant. Plump entered into a contract with Plaintiff Kenyon which included a non-disclosure clause. A contract executed by Lawrence Kenyon. **EXHIBIT 1 – PLUMP CONTRACT.** Plump's invoices for services state that she worked for and under the direction of Defendant Lawrence R. Kenyon, II. **EXHIBIT 2 – INVOICE OF K. PLUMP.** She shall be referred to as Kerrie Plump, Ms. Plump, or Defendant Plump.

4. PACO CAVANAUGH is an adult now residing in the State of Michigan. He was employed by Sherrilyn Kenyon as an IT specialist and was in control of Plaintiff's on-line activity. He had access to email accounts, web-sites, on-line payment vendors, bank accounts, social media, household security systems in both locations, and Plaintiff's protected databases. Cavanaugh also entered into a contract with Plaintiff Kenyon which included a non-disclosure clause. Although this document is currently missing, said contract was identical to the one entered into by Plump.
5. VENUE is proper in Williamson County as most acts occurred in Williamson County or were conducted under the direction of Lawrence Kenyon who resided in Williamson County at the time these events occurred.

PREFATORY STATEMENT

The following facts provide the historic details of the Plaintiff's development of her writing career which found her fame and substantial income, not because of luck or serendipity but because of her creative aptitude coupled with her powerful marketing

strategies. This action is brought against the defendants, Lawrence Kenyon, Kerrie Plump and Paco Cavanaugh for redress on their intentional and malicious agenda which was intended to destroy her professionally and emotionally. It was unclear to Plaintiff why her husband, Lawrence Kenyon, would orchestrate this Shakespearian plot against her when he was lavished with expensive cars and other personal services that could only be obtained through Plaintiff's career success. Plaintiff now believes that it was more than the profuse insecurity and insidious jealousy of her success, but Lawrence Kenyon stood to gain millions of dollars upon her demise through life insurance and the value of her estate, including her copyrights and trademarks. Mr. Kenyon has secretly siphoned off hundreds of thousands of dollars in the income she generated for his own personal benefit. Plump and Cavanaugh acted in concert with Mr. Kenyon and were rewarded financially by him.

From the beginning of her career, Plaintiff Kenyon has understood the importance of building relationships both within the industry and with her fans. It's what she started doing as early as high school and college when she first began attending and later teaching at conventions and writing workshops. She's long understood the need to hold a reader's trust and loyalty. Ms. Kenyon instinctively knew that if fans were enthusiastic and enamored with the characters, worlds, and storyline, they would be loyal and repeat customers of her works. Building this loyalty in her fanbase meant that she must be loyal to them as well. She is always kind and courteous, and always places them first. More than anything, she understands the importance of public book signings; participation in fan-based events like her own conventions, Comic-Con and Dragon-Con; and expressing gratitude to her fans for their attendance at her signings and for their expressions of

appreciation (such as notes and cards) for what she does. Fan mail needs to be responded to; branded items needed to be produced for giveaways, and web-based fan involvement should be imperative. Above all, her fans are to be respected by everyone on her staff. Being a successful fictional author is more than writing a book. Plaintiff Kenyon gladly met those responsibilities all while raising her three young sons.

Ms. Kenyon also learned early the importance of cultivating and keeping business relationships professional and courteous. As a former editor, she understood that irritating the wrong person at the wrong time could destroy a career, whether it's a secretary or president of the company. Therefore, Ms. Kenyon has conducted herself with honor and integrity, and done her utmost to be as honest and dependable as possible to all agents, publishers, event-planners, publicists, etc. in her industry. Her reputation among readers and professionals is that she is kind, honest, fair and down to earth.

FACTS

6. Sherrilyn Kenyon (*previously known as Sherri Woodward, Alyx Woodward, Sherrilyn Woodward, Kyle Hunter, Alex Hunter, Alyx Kenyon, and Kinley MacGregor, among other published pseudonyms*) is an author that started her writing career circa 1975 with a nonfiction essay published in a local paper in Columbus, Georgia. She sold her first fiction story in 1978 and began her prolific career as a fiction author while attending Georgia College in Milledgeville, Georgia. It was while working for Georgia College's school paper in October 1984 that Ms. Kenyon first developed the concept for her world famous Dark-Hunter series. She

began publishing the first set of Dark-Hunter short stories and conceiving the creative concept for her early novels that had made her world famous. In 1986, Ms. Kenyon also began preparing the first submissions of her #1 bestselling League series on a typewriter she borrowed from her older brother. Those were based on stories she first drafted in 1977. While in college, she began several other series: Lords of Avalon, Archangels (which would later be renamed Hellchasers), Deadman's Cross, and Brotherhood of the Sword, among others. These are facts that Lawrence Kenyon has never disputed.

7. All throughout college, Ms. Kenyon published short stories while writing for local magazines, school papers, literary and review journals, and drafted numerous novels. She worked part-time as a journalist and did spec work as a freelance writer and copywriter, while submitting manuscripts in hopes of getting published, including early drafts of her Dark-Hunters, Lords of Avalon, and League series prior to meeting her husband. Mr. Kenyon has never disputed that Plaintiff developed her creative storylines prior to their marriage.
8. In August 1990, Plaintiff Kenyon married Lawrence R. Kenyon II in the State of Virginia, in Henrico County. The couple had three children in the nineties in the state of Mississippi. Throughout their marriage and, over Mr. Kenyon's protests, Ms. Kenyon continued to write and build her career becoming a best-selling author and achieving independent financial success to become the sole breadwinner for the Kenyon household.

9. Plaintiff Kenyon first began writing and publishing her internationally famous series Dark-Hunters, (a humorous, mixed genre of paranormal stories) in the early 1980s, before Anne Rice had published her second novel; years before anyone had heard of Buffy the Vampire Slayer or Harry Potter. Because it was rare at the time for a woman to write “horror” and because there was no established genre for what Kenyon was writing, she had difficulty finding a market for her trademark niche that defied and debunked the existing male-dominated marketplace. However, both her early Dark-Hunters and League series would later become New York Times best sellers.
10. In 1992 after Ms. Kenyon sold her first book, Mr. Kenyon left his job as a Claims Investigator in Virginia to attend Law School in Mississippi.
11. In 1993 when Ms. Kenyon received her first fiction novel contract, Mr. Kenyon, who was only a law student with no real experience, insisted that he negotiate it so that Ms. Kenyon wouldn’t give away their meager money to an agent or experienced Intellectual Property or Contract lawyer. Mr. Kenyon so angered Ms. Kenyon’s editor with his demands and terms that Ms. Kenyon had cautioned him against. The contract was almost cancelled and it delayed the book from coming out until 1996. It also caused Ms. Kenyon to lose control of, and all rights to her League: Nemesis Rising series and characters for about sixteen (16) years. More than that, his actions caused such bad feelings in the industry toward Ms. Kenyon, as reported first by Ms. Kenyon’s agent Pesha Rubenstein in 1993 and then later in 1996 by her then agent, Pamela Ahearn, that for about four years, she couldn’t sell any more books

in any series to any publisher. When she was finally able to publish again, about seven years after selling this book, Ms. Kenyon was forced to do so under another name that was completely unrelated to her Kenyon name in order to rebuild goodwill in the industry.

12. In August 1995, Mr. Kenyon found work as an attorney in Columbus, Mississippi. In order to finance the move, Mr. Kenyon used Ms. Kenyon's entire inheritance from her father. However, Mr. Kenyon's bad business dealings left them broke and homeless until Ms. Kenyon was able to find them lodging in a subpar, unsafe townhome while Ms. Kenyon was pregnant with their second child. Mr. Kenyon traveled to another city for work, leaving Ms. Kenyon with no means of transportation, nor did she have a phone, cable or internet to call for help or with which to conduct any kind of business, which greatly impeded Ms. Kenyon's writing career and prevented her from contacting her publishers and/or agent. Mr. Kenyon refused to make those calls for Ms. Kenyon at his office. In spite of these hardships, Plaintiff Kenyon persisted in building her writing career.
13. It was during the summer of 1996 that Ms. Kenyon learned from a letter sent to her from her agent, Ms. Ahearn, that the reasons she was having difficulty getting a new contract for her books was directly related to Mr. Kenyon's mishandling of her first fiction contract. Ms. Kenyon's first editor was still slandering Ms. Kenyon's reputation over Mr. Kenyon's actions. Her former editor was telling everyone in the industry that Ms. Kenyon had made impossible demands. Mr. Kenyon began to

begrudge Ms. Kenyon any money spent on her career and he forbid her to submit her proposals to New York.

14. Mr. Kenyon's hostility toward Ms. Kenyon's career devolved to such a state that by 1996, Ms. Kenyon was forced to hide her personal computer in a closet so that Mr. Kenyon couldn't see it or else he would launch into a verbal attack demeaning her and negating her aspirations to have more of her works published.
15. Ms. Kenyon has told the story in numerous interviews and workshops over the years of how, in 1996, she had been so downtrodden by his negative attitude toward her writing that she was about to quit completely. Ms. Kenyon reluctantly stole one single stamp from his wallet out of fear that if Mr. Kenyon learned she was submitting a book that he would viciously berate her. That it was her one stolen stamp that garnered her a three-book contract with HarperCollins publishing; however, she had to do so under a new pseudonym, due to the fact that she still carried so much negativity under her real name as a direct result of Mr. Kenyon's interference with her first contract for a fiction novel.
16. Mr. Kenyon continued to sabotage Ms. Kenyon's career. In 1999, after Ms. Kenyon insisted, they move from Jackson, Mississippi to Nashville, Tennessee where Ms. Kenyon had more job opportunities and better schools for their children. Ms. Kenyon had just given birth to their third child by way of a third c-section, and was unable to travel. Mr. Kenyon chose their new home without consulting her. Rather than pick a neighborhood in an established area with conveniences, Mr. Kenyon, knowing Ms. Kenyon was in the middle of important contract negotiations with

HarperCollins/Avon, St. Martins, and Berkley publishers chose a home in the underdeveloped area of Maury County, Tennessee. This new home in Spring Hill was in an extremely rural area where there was no phone (cellular or land) or cable lines for nearly two months. Ms. Kenyon was forced to put all three children in her car and drive miles from Spring Hill to a pay phone in Franklin, Tennessee in order to discuss business with her publishers in New York. Likewise, since there were no cable lines laid at the home then, Ms. Kenyon did not have access to the internet, which restricted her from using email or the internet. This prevented Ms. Kenyon from conducting her online web development business or her writing business. She had no way to promote her April 1999 book release, which had come out a few months prior to their move, or to announce any of her upcoming releases. This provided undue hardship on Ms. Kenyon and her writing career. The home in Spring Hill was also over an hour from Mr. Kenyon's place of employment in Nashville. This took Mr. Kenyon away from the home most of the day, leaving Ms. Kenyon to tend their three small children and still meet her contract deadlines.

17. Mr. Kenyon continued to intentionally create obstacles for Plaintiff Kenyon's career development. He would schedule work-related legal trips to conflict with Ms. Kenyon's contracted appearances. In 2001, Ms. Kenyon's fans took up a collection to pay for Plaintiff Kenyon to attend a reader's convention in Orlando, FL and had joined together to drive her to the event. In spite of the fact that Mr. Kenyon knew Ms. Kenyon would have no way to return home to Spring Hill until midnight or later on Sunday night due to her work obligations that weekend and the fact that she

was a passenger of a fan who had driven her to the convention, Mr. Kenyon scheduled a deposition where he had to leave on a flight Sunday morning and left his children with a woman he barely knew. He weaponized and endangered his children, knowing Ms. Kenyon would change her travel to the detriment of her career to make sure that her sons were safe and cared for.

18. In spite of substantially curtailing her travel and publicity in those early years to placate Mr. Kenyon's outrageous behavior and demands, Ms. Kenyon continued to rise. The more successful Ms. Kenyon became doing what she loved, the more resentful and hateful Mr. Kenyon grew because he'd chosen a career he loathed. When Ms. Kenyon put their youngest child in a Mother's Day-Out program after the older two went to grade school to give herself a couple of hours to write uninterrupted, Mr. Kenyon constantly berated her for being a bad mother. If Ms. Kenyon ever asked Mr. Kenyon to put the children to bed so that she could have extra time to work, he would yell at the children and tell them that they had to go to bed because their mother didn't have time for them or didn't want to be with them, which forced her to provide the majority of the care for the children, even when both parents were home, or risk him maligning her to her sons, thus forcing Ms. Kenyon to choose either between focusing on her work or risk him putting a wedge between her and her children.
19. While Ms. Kenyon was working fulltime outside the home as a web developer and writing to meet deadlines late at night, while meeting the day to day obligations with the children. Mr. Kenyon was remissive at best and intentionally absent at worst.

Whenever Ms. Kenyon would attempt to work, Mr. Kenyon would interrupt her to discuss those matters with her, thus making sure she had as little time as possible to meet her deadlines and putting strains on her professional relationships. It was because of his unreasonable demands that Ms. Kenyon was released from work with Ingram, the largest book and entertainment distributor in the country. Mr. Kenyon had demanded that Ms. Kenyon go into work at 4 AM so that she could be home when the children were released from school so that they wouldn't have to be in daycare. That unnatural schedule was so far outside the norm for Ingram that it interfered with her work there and ultimately caused her termination.

20. In spite of all the obstacles Mr. Kenyon put in her way and his incessant complaints and unreasonable demands, Ms. Kenyon single-handedly took on the heavy load in building her image, her fanbase, and her storylines while diligently raising her sons. She was the sole web designer and programmer for her internationally famous Dark-Hunter.com website. This website has consistently produced over ten million hits a month since it launched in 2002. She was her sole publicist, as well as being the primary writer, designer and copywriter for the bulk of the promotional materials. Ms. Kenyon arranged her own travel schedules. She put together her fan conferences and get-togethers. She organized the chatrooms where her fans could have "live" interaction with her mythical characters. These chatrooms became a very successful marketing paradigm. She built her fan club through her constant attention to their hunger for more creative involvement. She developed a fierce fan

loyalty that delighted her publisher and turned her into one of the top authors in the world.

21. Ms. Kenyon designed and bought branded-novelties that were shipped to fans; answered fan mail and interviews; did blog tours; arranged the mailings; wrote newsletters; wrote business plans and marketing pitches; made power point presentations; wrote and delivered speeches; contributed and set up charities for fellow authors and fans; continued writing according to her demanding contracts; and toured endlessly; all the while raising her sons to the sounds of her husband demanding his dinner as soon as he walked in the door. Mr. Kenyon's relentless antagonism challenged the Plaintiff's daily work demands as he sabotaged her writing time and work obligations, such as insisting on shampooing the carpet in an entire room ten minutes before Ms. Kenyon needed to leave for the airport; hiding Ms. Kenyon's laptops; misplacing important files; shrinking her clothes so that they wouldn't fit properly; and placing a large flower arrangement near her computer where cats would upset it onto her work.
22. In March 2004, Ms. Kenyon, through her own diligent hard work and with no help whatsoever from Mr. Kenyon, who was still a fulltime attorney, became a Top Ten New York Times bestselling author. **EXHIBIT 3 – Book List with publication dates.** It was clear by 2004, that Mr. Kenyon would never be able to compete with Plaintiff as an income producer as her income grew into hundreds of thousands of dollars per year.

23. Mr. Kenyon, who had begun taking anti-depressants over his unfounded paranoia about his coworkers and boss, left his position at the Equal Employment Opportunity Commission (EEOC) in 2004 due to his insistence that if he had to continue working in such an anti-male establishment, he'd have a nervous breakdown. Ms. Kenyon then leased Mr. Kenyon his own law office in Columbia, Tennessee so that he could practice Bankruptcy law. Mr. Kenyon rarely worked at all and in 2006 when the Federal Bankruptcy laws changed requiring debtors to get credit counseling and a "means test" before being granted a bankruptcy, Mr. Kenyon told Plaintiff it was too hard and he stopped all efforts to maintain a private practice. It mattered little in the household, because by now the family was living comfortably on Plaintiff's income.
24. By 2006, Mr. Kenyon had moved his primary office into their home in Spring Hill. There, Mr. Kenyon constantly interrupted Ms. Kenyon while she worked. He relentlessly accused her of "not working" and "goofing off" because she'd stare out the window pondering the plot in her stories. If he heard a man's voice on her phone calls, he raged with jealousy and accused Ms. Kenyon of having an affair with anyone she hired to help with her business, including women. His harassment was so extreme, Ms. Kenyon hired her goddaughter to assist her. If Ms. Kenyon traveled away from home, Mr. Kenyon called incessantly to interrupt her business activities, even when he knew she was in the middle of a book signing. Mr. Kenyon kept Plaintiff in a constant state of turmoil, which made it hard for her to work.

25. His behavior was so bad and distracting that in about March 2006, Ms. Kenyon purchased the second residence in Thompson Station so that she would have a private place to work on her writing. This office is located at 2668 E. Thompson's Station Rd, Thompson's Station, Tennessee. From the moment of purchase, this property has been used solely as a business operation and expense. Ms. Kenyon kept her computers, manuscript drafts, gifts from fans, and her research materials there so that the property and her work would be separate from the family activities and belongings. However, Mr. Kenyon continually followed Ms. Kenyon there to interfere with her work. It was as if Mr. Kenyon was so controlling that he couldn't stand for Plaintiff to be out of his sight for a single afternoon, nor did he trust her to be alone with anyone, not even her own female hairdresser. He wanted the money Ms. Kenyon made writing, but he didn't see what she did as work and refused to respect it as a career.
26. By June 2006, Plaintiff Kenyon's career skyrocketed and she was known within the industry for her relationships with other professionals and commitment to meet the furious writing demands from her multiple publishers. Mr. Kenyon enjoyed the fruits of Plaintiff's success, treating himself to expensive cars and living a life of leisure with no personal obligations.
27. During the years of 2008 through 2012, Plaintiff Kenyon had more books at #1 than Nora Roberts and James Patterson combined. With nothing better to focus on, Mr. Kenyon obsessed with "copycat" authors, TV shows, and movies that appeared to be "stealing" and "plagiarizing" Ms. Kenyon's storylines and duplicating her

characters and the worlds found in her series and books. Mr. Kenyon harassed Ms. Kenyon about pursuing other authors who were “infringing” on her works. Ms. Kenyon was reluctant to dwell on those thoughts. She did not want to be a part of such aggressive and negative litigation that would damage her reputation in the world of fiction publishing. She had already rebuilt her image and reputation from Mr. Kenyon’s unprofessional and aggressive actions more than ten years prior. This action was counter to her established reputation of cooperation and attentiveness to her own publishers’ demands.

28. In 2009, when Ms. Kenyon switched agents, Mr. Kenyon began to harass Robert Gottlieb (Ms. Kenyon’s agent) about suing copycat authors and in particular, Cassandra Clare and her Shadowhunters as a copyright and trademark infringement on Ms. Kenyon’s works.
29. Mr. Kenyon also harassed Ms. Kenyon’s employees and required them to perform tasks for him which were not related to Ms. Kenyon’s business; such as wrapping Christmas presents and packing the children’s clothes for trips. Ms. Kenyon hired Erin Matthews to head her Fan Club and run her booth projects and store. Instead, Mr. Kenyon had him feed his chickens, clip his cats’ nails, and go to the gym with him to keep him company while he worked out. Mr. Kenyon also had Mr. Matthews help him with lawn projects and other non-writing tasks, while knowing Ms. Kenyon needed Mr. Matthews for her business. Mr. Kenyon’s aggression against two of Ms. Kenyon’s assistants, Janet O’Connell and Erika Thomas, was so extreme that it caused both of them to quit with no warning, thus putting an undue

burden on Ms. Kenyon who constantly had to scramble to find competent replacements and to deal with disgruntled former employees who often lashed out at her because of Mr. Kenyon's actions. Ms. Kenyon's longtime assistant, Kim Daniel, would often call her in tears after having a discussion with or email from Mr. Kenyon over his harassment of her. Mr. Kenyon also had Paco Cavanaugh, Ms. Kenyon's IT administrator, pick up his children from school and do their homework when Ms. Kenyon needed Mr. Cavanaugh to work on her web site or business tasks. Mr. Kenyon would have Mr. Cavanaugh go with him to the movies or the gym, knowing Ms. Kenyon had important company work that needed to be done. Mr. Kenyon constantly pulled Ms. Kenyon's employees off tasks which were related to her business for them to perform personal tasks and errands for him, which greatly interfered with her business and stressed her physical health.

30. In the case of Erika Thomas, Mr. Kenyon's actions caused Ms. Thomas to post false, libelous comments on Ms. Kenyon's social media outlets and public website that Mr. Kenyon had very publicly admitted were false. His overreaction to those false comments caused significant damage to Ms. Kenyon and her career. Lisa Rich, Erika's mother, publicly and privately threatened the life of Ms. Kenyon and several of her close friends. In fear of her safety, Ms. Kenyon was forced to hire professional bodyguards to make public appearances, and even had to have them escort her children in public venues, even when they went trick-or-treating. The appearance of those bodyguards during Ms. Kenyon's events was very disconcerting for her fans and was a problem for Plaintiff's public image. In 2018, Mr. Kenyon further

damaged Ms. Kenyon's reputation and career when he perjured himself by lying in sworn public court documents where he falsely alleged that Ms. Kenyon was the aggressor with Ms. Rich when he knew for a fact that Ms. Kenyon was not. His libelous statements about the matter were done for no other reason than to cause irreparable harm to Ms. Kenyon's reputation and her career.

31. Further, Mr. Kenyon continued to create problems and obstacles to Ms. Kenyon's career. Whenever the family attended her work events, Mr. Kenyon was supposed to oversee the children while she attended autographing sessions and fan meet-and-greets or participated in panels. Mr. Kenyon would let their children run free so that they would interrupt her time with her fans and often publicly fight and misbehave, knowing Ms. Kenyon had no way of correcting them in front of her fans or stopping the event to return them to their hotel room. There was even a photograph of Ms. Kenyon trying to break-up a fight between her sons that was published in the Tennessean because Mr. Kenyon refused to tend them while the photographer was in their home. He would also require her key personnel at such events to watch over their children, taking them away from important staff tasks such as watching Ms. Kenyon's booth where she sold merchandise and books; or assisting her at her signings to help with crowd control. Likewise, he would prevent Ms. Kenyon from conducting important business and cause her to miss important meetings and networking opportunities by his insistence that she return to their hotel room and not attend business parties or dinners because he didn't feel like going and he felt that it wouldn't look right for her to attend without him.

32. In 2009, Ms. Kenyon's book sales exceeded a million dollars and Mr. Kenyon became very aggressive in insisting that Ms. Kenyon's agent and other lawyers pursue other authors for copyright infringement of Ms. Kenyon's logo and other intellectual property, despite Ms. Kenyon's warnings of the inherent danger to her career of doing so. His actions were so egregious, that Ms. Kenyon received a threat of cancellation from one of her publishers should his reckless actions against them continue.
33. Mr. Kenyon started to regularly sign in to Ms. Kenyon's private and business email accounts. He even went so far as to write to her agents, publishers, even lawyers and others from her personal and business accounts while pretending to be Ms. Kenyon without Ms. Kenyon's knowledge or approval. Mr. Kenyon also took control over all the regular mail and under information and belief, Plaintiff suspects he was also writing and signing her name to documents and siphoning off funds to secret away from her. Mr. Kenyon gave himself agency over Ms. Kenyon's LLC (MB) without her knowledge or approval and he wrote and signed checks on her business account where he had no authority. In addition to that, Mr. Kenyon took possession of all of Ms. Kenyon's credit cards, both business and private, providing her only two cards for her business and personal use. While Mr. Kenyon was sabotaging her business activities, he was also taking secret control over the assets of the business.

34. Because Mr. Kenyon hoarded Ms. Kenyon's mail from her and refused to allow her access to their mailbox, Ms. Kenyon missed important business opportunities and invitations that could have furthered her career.
35. Mr. Kenyon's need to control his wife and her career grew so severe that by 2011, he forced Ms. Kenyon to purchase a new home in Franklin, Tennessee because Mr. Kenyon no longer wanted Ms. Kenyon working in her Thompson Station office. He constantly came to the Thompson Station office and complained about the time she spent there. He hired people to work at her office every day so that Ms. Kenyon could no longer work there peacefully. Mr. Kenyon took it as a personal challenge to disrupt and interfere with Ms. Kenyon's career and interrupted her as much as possible, causing her to fall further and further behind on deadlines.
36. Mr. Kenyon began to drive a wedge between Ms. Kenyon and her longtime writing partners, such as Dianna Love Snell, who assisted her in her career. In 2011, he accused Snell of using Ms. Kenyon and seeking to harm her reputation. His usual pattern of persecution and insults evolved such that by 2013 Ms. Snell could no longer tolerate him, causing the dissolution of a very lucrative writing and promotional partnership that had been mutually beneficial to both parties for almost a decade. This also brought to an end both Ms. Kenyon's BAD Agency and Belador series, which resulted in a great loss of income opportunity and damaged her reputation with the fans who adored those two series and who were waiting on future books, as well as causing a great deal of additional strife between Ms. Kenyon and Simon & Schuster (a named defendant in the Clare lawsuit).

37. Mr. Kenyon rabidly sent out “cease and desist” letters on Ms. Kenyon’s behalf and corresponded with lawyers without Ms. Kenyon’s knowledge regarding her intellectual properties. He became more and more obsessed with what he termed “copycats” and more fearful of what he saw as their “erosion” of the marketplace on Ms. Kenyon’s career.
38. It was in 2013 that Ms. Kenyon became so concerned with her husband behavior that she started to make intentional changes in her estate planning. She wanted to protect her children in the event that of her death. By now she had seen Mr. Kenyon’s disdain for her life and career. And she was unaware that that Mr. Kenyon had (in 2005) already purchased a million dollar life insurance policy on her life and left himself as the owner of the policy and the sole beneficiary. She is still unaware of the extent that he has placed policies on her life. A living trust was developed for Ms. Kenyon through her attorneys Bass, Berry, and Sims, but under the direction of Mr. Kenyon. Although he believed this trust was to protect her property interests for the benefit of her children, she had discovered that this effort was a mere sham in that the trust was never funded with the real property she had paid for with her hard earned income. This was merely Mr. Kenyon’s veiled attempt to appease her, while he knew that he remained the heir to their real property and the sole beneficiary to the policy he held on her life. Her actions to make Mr. Kenyon a custodial resident of their marital home if and when he remarried after her death and subject to their sons, infuriated Mr. Kenyon who didn’t understand why Ms. Kenyon didn’t trust him not to look after their children in the event of her death.

39. In August 2014, Mr. Kenyon, without Ms. Kenyon's knowledge or approval, executed a contract with Tutor Doctor to provide contract tutoring services for their sons. Kerrie Ann Plump provided services for Tutor Doctor. She started coming to the Kenyon home to work with the children. These services required her presence in the home after school, on varying days of the week, depending on the needs of the children. In direct violation of the signed contract with Tutor Doctor, Mr. Kenyon began to hire Ms. Plump directly for his personal "pet" projects.
40. By Fall 2015, Mr. Kenyon hired Ms. Plump to do legal work for him. Ms. Plump charged \$30 to \$60 per hour for tasks that included watching television shows and reading books. She invoiced Mr. Kenyon directly without Ms. Kenyon's knowledge. Without Ms. Kenyon's approval or knowledge, Mr. Kenyon wrote checks to Ms. Plump directly from Ms. Kenyon's business account that he was not authorized to use. Furthermore, Mr. Kenyon no longer paid for Ms. Plump's tutoring services through Tutor Doctor as they were required to do under that signed contract. Tutor Doctor is now seeking payment of over \$68,000 (sixty-eight thousand dollars) for this breach of contract. Ms. Kenyon was unaware of how much Mr. Kenyon allowed Ms. Plump's to dominate their household and how much he assigned to her to do outside of Plump's tutoring contract. Every time Ms. Kenyon went to check on Ms. Plump's tutoring, Mr. Kenyon and Ms. Plump demanded that she leave and go back to her office. Mr. Kenyon told Ms. Kenyon that Ms. Plump was assisting him by reading through some legal material. Ms.

Kenyon was unaware of how entrenched Ms. Plump was becoming in their daily lives.

41. By late fall of 2014, Ms. Kenyon's health was unexpectedly stricken with a bevy of mysterious symptoms that her doctor could not explain. After numerous tests, no medical cause could be found for the physical symptoms that compounded and changed. Ms. Kenyon became sicker as the months progressed, often leaving her bedridden and unable to walk without assistance. Mr. Kenyon and Ms. Plump were taking more and more control over Ms. Kenyon's food which Ms. Kenyon would discover was making her deathly ill.
42. Beginning in 2015, Ms. Plump and Mr. Kenyon began to obstruct and interfered with Ms. Kenyon's relationship with her long-time personal assistant, Kim Daniel. Ms. Plump complained about Ms. Daniel's failures in her job and Mr. Kenyon insulted Ms. Daniel constantly.
43. Circa June 2015, Mr. Kenyon became aware of the TV show Killjoys. Several fans of Ms. Kenyon's wrote that they had noticed several striking similarities between the show and her #1 bestselling League series that was first published in 1993. They contacted Ms. Daniel who claimed that she spoke to the Killjoy show producer at a previous ComicCon event and had handed her a book and promotional kit about the series years before the producer began filming the series. Mr. Kenyon was convinced that this same producer had previously taken elements from Ms. Kenyon's Dark-Hunters series in another project the producer had televised. Armed with Ms. Daniel's assertions that she specifically remembered talking to the

producer well in advance of the show's production, Mr. Kenyon insisted that Ms. Kenyon file a lawsuit for copyright infringement. Ms. Kenyon was reluctant to engage in litigation with a Hollywood producer. But Mr. Kenyon insisted. He approached IP attorneys to discuss this without Plaintiff's knowledge. Plaintiff knew that engaging in litigation in this industry would interfere with her writing schedule and that going up against Hollywood would be a costly venture. While Mr. Kenyon continued to argue for it, Plaintiff continued to protect her reputation of being cooperative and responsive to her publishers, her fans, event planners, and other marketing sources.

44. By fall of 2015, Ms. Kenyon had become extremely weak with her inexplicable health crisis that included: cysts, alopecia, extreme nausea and vomiting, brittle nails, respiratory distress, bone loss, facial swelling, tongue numbness, disorientation, confusion, peculiar metallic taste in her mouth, vertigo, severe back pain, and tremors. Mr. Kenyon took Ms. Kenyon's car keys to prevent her from driving. Ms. Kenyon's hairdresser noticed that her hair was falling out by the handfuls and told her to let her doctor know.
45. By September 2015, Mr. Kenyon had found an IP attorney, Kelly Frey, to file a lawsuit against the Killjoys television show producer and he was insistent Ms. Kenyon file the lawsuit. Ms. Kenyon's tenuous health posed an additional challenge and she was reluctant to engage in any litigation. When the two attorneys told her that if she failed to protect her trademark, that the producers could later turn around and come after her for her League series that was currently being scripted for a

show, Ms. Kenyon reluctantly agreed to let them at least do a preliminary examination of facts.

46. Approximately two weeks after Mr. Kenyon signed on Attorney Kelly Frey to look at the Killjoy project, more fans contacted Ms. Daniel and asked about Ms. Kenyon's new television show for her Dark-Hunters series that they heard would be coming out in January 2016. Since Ms. Kenyon's show was slated to begin filming Spring 2016, she knew it would not air in January 2016. Ms. Kenyon realized that fans had another television series confused with hers and that it involved the author, Cassandra Clare, that Mr. Kenyon had previously sent two "cease and desist" letters to in the past. The same author who, had willfully and knowingly encroached on Ms. Kenyon's bestselling property and that Mr. Kenyon had been obsessively trying to sue since 2006 when Ms. Kenyon's fans first began accusing Ms. Clare of plagiarizing Ms. Kenyon's Dark-Hunters books for her Shadowhunters series.

47. Knowing how frail and sick Ms. Kenyon was due to the tainted food she'd been eating, Mr. Kenyon engaged Attorney Kelly Frey to look into the Killjoys copyright infringement and told Ms. Kenyon that if she didn't file suit on Cassandra Clare and Simon & Schuster that she could lose her Dark-Hunters, Were-Hunters, Dream-Hunters, and Chronicles of Nick trademarks, some of which she'd had since 2005. Ms. Kenyon was told that she could be banned from ever using them in television and movies for her own works. Plaintiff Kenyon was told by Attorney Frey that if she failed to file suit first, that they could later file suit against her for her property

even though she had published her years before the Clare. Ms. Kenyon reluctantly gave her approval to file suit, with the understanding and promise from Mr. Kenyon and Mr. Frey that once filed, there would be no settlement and no gag order. That **all the facts** in the case would be put forth to the public so as not to damage her reputation or career since Cassandra Clare and her best friend, Holly Black were well known in the industry and profession to recklessly and maliciously libel and slander anyone who confronted Clare. Furthermore, Ms. Kenyon was promised by both attorneys that a professionally prepared press release would be circulated far and wide as soon as the case was filed, and that they would put forth their strongest facts and hold nothing back in condemning the misappropriation of Ms. Kenyon's intellectual properties, worlds, and trademarks. Mr. Kenyon and Attorney Frey pledged to provide damage control every step of the way and that a professional public relations firm would be engaged for this process. They promised they would protect Kenyon's career and that her reputation as an author would be unharmed. With those promises, and with that understanding that they would go to trial, Ms. Kenyon agreed to file suit. It would be from here forward, that Mr. Lawrence Kenyon would hold himself out as the main consulting attorney in this litigation. He entered into contracts with attorneys; he communicated directly with attorneys; he organized discovery items and prepared character analysis for the lawsuit; and he directed the litigation. Although he did not enter the lawsuit as an attorney of record, he acted as though he served in that capacity.

48. In January 2016, the lawsuit against Cassandra Clare was filed. There was no accompanying press release as promised and the filing of the lawsuit caused a huge and damaging backlash where Ms. Kenyon was publicly libeled with erroneous facts, both personally and professionally about her intentions as Attorney Frey and his team did not set forth their strongest case, but rather, at the last minute decided to hold back so that they could later “hit them” with harder blows to stun them. Attorney Frey and Mr. Kenyon failed to address this public relations fiasco and instructed Ms. Kenyon to say nothing in her own defense. Contrary to what he’d initially told Ms. Kenyon, Mr. Frey said that his firm didn’t issue press releases, nor did they have a public relations firm that they used. Ms. Kenyon read the brief prior to filing and told Frey and Mr. Kenyon that facts were missing, and arguments were weak. She instructed them on how to strengthen them and her suggestions were all ignored. Ms. Kenyon was viciously attacked through major media outlets and then, without warning or consultation, placed under a gag order by her attorneys and the Court so that she could not defend herself publicly. The failure of Frey, under the direction of Mr. Kenyon, to take these steps as a requisite of the lawsuit irreparably damaged her professional reputation.

49. Mr. Kenyon and Ms. Plump, working together, took this opportunity to drive a wedge between Ms. Kenyon and all her family and friends. They began to systematically isolate Ms. Kenyon from anyone who cared about her and who might get her the help she needed for her declining health. With Mr. Kenyon’s full knowledge and help, Plump created hostility and resentment in the workplace for

employees against Ms. Kenyon and each other by using their pay rates and a discrepancy of gender bias.

50. While attending PensaCon in February 2016, Ms. Kenyon's health was exceptionally frail. One of the symptoms of her illness was the deterioration of her teeth. On her way to this event, a tooth shattered. Ms. Daniels attitude toward Ms. Kenyon during the entire event was extremely negative and dismissive. Ms. Daniel who shared a room at the event with Sheri Jacobs, a lifelong friend of Ms. Kenyon, made the outlandish and false accusations about Ms. Kenyon that she used illegal drugs. Ms. Daniel falsely alleged that Ms. Kenyon could no longer write her own books because of her illicit drug use.
51. Furthermore, Ms. Daniel claimed that Ms. Kenyon was being attacked by her fans for plagiarizing her own books and "copying and pasting" sections from her previously published works. Ironically, those same phrases and words were used by Mr. Kenyon and Ms. Plump about Cassandra Clare and how she wrote her Shadowhunters series. Plump had alleged that one of Clare's editors had written that phrase in a letter. However, this attack had never once been leveled at Ms. Kenyon by any fan at any time in history and this is a critical fact. At this time in Ms. Kenyon's career, the only complaints Ms. Kenyon had ever received from her fans was that her books weren't long enough and that when she went back in time to revisit scenes from previously published books, she had left scenes out, i.e. she didn't include ALL scenes from the previously published books or that she had changed wording from those previously published books. Never once had any fan

complained about her revisiting a scene from a previously published book, no matter how many times a scene had been revisited in her published books.

52. Yet in August 2016, for the first time in the TWENTY-THREE (23) years, Ms. Kenyon had been publishing her #1 bestselling novels and in the THIRTY-EIGHT (38) years of her fiction writing career, Ms. Kenyon was viciously and brutally assaulted through public postings with allegations against her 2016 Dark-Hunter series, Dragonmark saying that her books were “cut and pasted” and that she was “plagiarizing” herself. The very same words used by both Kim Daniel and Kerrie Plump. This came six months after the conversation where Ms. Daniel predicted these attacks would begin. Daniel’s conversation with Jacobs took place in February 2016, before Ms. Kenyon had even begun to write the manuscript for Dragonmark. Ms. Daniel had no knowledge of the book’s contents at the time of her statements. At the time of her conversation with Ms. Jacobs, Daniel also told Ms. Jacobs that she had ceased to read Ms. Kenyon’s books and “hadn’t read them in years.”
53. In August 2016, the false allegations of “cutting and pasting” Ms. Kenyon’s novels saturated internet sales resources and social media. The attacks were unprecedented and had never been levelled against any of her previous works. Ms. Kenyon’s editor at that time, Monique Patterson, who had been editing her books since 1999, also said that she had never seen or heard of a public attack of that nature, and especially never against one of Ms. Kenyon’s books. This was same the attack on Ms. Clare that Ms. Plump had ranted about in the Kenyon home in the fall of 2015-2016. At this time, Plaintiff Kenyon did not know that Plump was directly involving

herself with engaging fans to post these derogatory remarks which Plaintiff did not discover until the fall of 2018.

54. Those attacks of “cutting and pasting” made against Ms. Kenyon’s book, Dragonmark, irreparably damaged its sales, and forever harmed her relationship with her long-term publisher, St. Martin’s Press. It was the first Dark-Hunter title of Ms. Kenyon’s since 2003 that did not make the New York Times bestseller list. Since it was the second book in a special trilogy, it negatively impacted the sales of the previous book, Dragonbane, and the presales of the next book, Dragonsworn. Plaintiff Kenyon discovered in the fall of 2018 that the attacks were led by Ms. Plump who contacted readers through Ms. Kenyon’s private messages and through Ms. Kenyon’s groups, online store, and online social media that Mr. Kenyon and Cavanaugh had granted Plump access to even after Ms. Kenyon had told them repeatedly to remove her. Ms. Plump lacked social skills and didn’t need to have access to Ms. Kenyon’s fans or to interact with the public on her behalf as Ms. Plump was “rude and condescending” to the fans, publishing personnel, and to Ms. Kenyon. Ms. Plump’s interactions with fans and her posts, along with her rude and her direct communication with Ms. Kenyon’s publishers and other industry professionals eroded her publisher’s faith in Ms. Kenyon’s ability to maintain fan loyalty and to deliver a bestselling product. After being poisoned by Ms. Plump’s negativity and hostility toward Ms. Kenyon, Ms. Daniel’s negative and dismissive attitude towards Ms. Kenyon spread to other members of Ms. Kenyon’s staff, and longtime friends.

55. Ms. Kenyon noticed that her staff began to act with blatant disregard of her requests and insubordination. The contempt shown toward Ms. Kenyon and her wishes is captured in a live video on YouTube where Ms. Plump publicly mocked Ms. Kenyon's comments about what she wanted on her new website to thrill fans and grow her fanbase and promote her books. Every time Ms. Kenyon spoke about adding a dictionary to the site, Ms. Plump told fans that it wouldn't happen. After Ms. Kenyon spent months of her precious time developing the database and was about to launch the site for fans, Paco Cavanaugh crashed the server and destroyed all her hard work without having provided the backup that he was required per his work contract to keep. It was revealed in the fall of 2018 by Ms. Plump to Ms. Kenyon's fan, Samantha Breton, that Ms. Plump and Cavanaugh had colluded to embarrass Ms. Kenyon in front of her fans and that she and Mr. Cavanaugh had never intended for Ms. Kenyon to launch the site that Ms. Kenyon had contracted for with Lightmaker services through Mr. Cavanaugh and that he was undermining Ms. Kenyon. Ms. Plump also let it be known to Plaintiff's fans that Plump and Cavanaugh were gloating about it behind Ms. Kenyon's back. This shift in the staff's attitude was a dramatic change from a staff that had previously been devoted and loyal to Ms. Kenyon for a decade or longer. Ms. Plump's continued and unrelenting derogatory and snide comments toward Ms. Kenyon infected other staff members and they began to make negative comments about her, her family, and her writing. Anytime Ms. Kenyon said anything, no matter how innocuous or innocent, a staff member took it the wrong way and twisted it into an insult. Unable to

understand why her loyal staff was suddenly attacking her for no reason, Ms. Kenyon spent much of her conventions silent and writing, something that Ms. Plump also turned into a negative to disparage Ms. Kenyon by saying that Ms. Kenyon spent all her time at conventions “lurking in her booth to eavesdrop on her staff and fans” so as to spy on them and overhear their conversations. An activity that is clearly impossible given that Ms. Kenyon has been clinically diagnosed with hearing loss since she was in third grade and wears hearing aids in both ears. Ms. Kenyon can barely hear whenever someone speaks directly to her in regular conversation and therefore it is impossible for her to hear anyone through the walls of her booth at conventions. Another example was in the Summer of 2016 when Ms. Plump turned her hate-filled machinations toward Jordan Carter, another member of Ms. Kenyon’s team. Out of the blue and for no reason whatsoever, Plump had asked Carter on her initial arrival into Ms. Kenyon’s home if Ms. Kenyon had yelled at her. Ms. Carter replied that Ms. Kenyon had never yelled at her as Ms. Kenyon doesn’t like loud sounds or to raise her voice. Plump replied that it must be nice to be on her good side because Ms. Kenyon yelled at her [Ms. Plump] all the time, to which Carter replied that in all the years she’d known Ms. Kenyon and her children she’d never known her to do such a thing. Ms. Plump also belittled and tried to bullied Carter in order to drive a wedge between Carter and Ms. Kenyon. Ms. Carter also witnessed Ms. Plump inappropriately placing her arm around Mr. Kenyon in March 2018 after assisting Carter with her car.

56. By August 3, 2016 after months of Mr. Kenyon insisting that Ms. Daniel work with Ms. Plump on the Cassandra Clare case, Ms. Daniel who had always been a staunch supporter and advocate of Ms. Kenyon, was observed by fellow author, Marianne Morea at Authors After Dark rolling her eyes whenever Ms. Kenyon was praised by her peers or fans. At that time, Ms. Kenyon attributed her behavior to Ms. Daniel's marital problems. Ms. Daniel was paranoid and rude all weekend. She claimed to see demons coming after her, and was paranoid about witchcraft and spells, claiming that curses had placed on her by people who were jealous and wanted her job.
57. In November 2016, Ms. Daniel quit in the middle of the night via email stating family reasons. However, Mr. Kenyon and Plump had been pressuring Ms. Kenyon more and more for her to fire Ms. Daniel and to replace her with Plump, especially for travel. It remains a mystery to Plaintiff why her long time employee would so drastically turn on her.
58. After Ms. Daniel quit so suddenly, Mr. Kenyon insisted Ms. Kenyon hire Ms. Plump to "assist her." Too sick and weak from her failing health, Ms. Kenyon agreed, but only for a few days until she could find permanent help. Ms. Kenyon learned that Mr. Kenyon and Paco Cavanaugh had secretly granted Ms. Plump access to all of Ms. Kenyon's **sensitive business databases, websites, and files** along with her personal and business emails and business accounts. Ms. Plump could email all of Ms. Kenyon's contacts and access her web-sites and accounts, even under her protests. Mr. Kenyon allowed Ms. Plump to contact Ms. Kenyon's fans and assist

with her on-line store even though Ms. Kenyon's regular employees resented Plump's participation. Ms. Kenyon told Mr. Kenyon that Ms. Plump was not professional, did not know what she was doing, nor did she understand how the store worked, and that she drove away fans and irritated her staff. He refused to listen. Against Ms. Kenyon's stated objections, Plump inserted herself into Ms. Kenyon's life to cultivate **relationships with Ms. Kenyon's fans and business associates**, including her publisher, St. Martins, promoting herself as Ms. Kenyon's personal assistant while Mr. Kenyon continually promoted her as "Kenyon High Command."

59. Ms. Plump used Ms. Kenyon's store to gain friends and to lure Ms. Kenyon's fans into Ms. Plump's confidence. Plump and Paco Cavanaugh gave away much of Ms. Kenyon's promotional inventory resulting in the loss of thousands of dollar. Ms. Plump knowingly sold items that Ms. Kenyon was not legally allowed to sell. When Mr. Kenyon was told of Ms. Plump's actions, he vigorously defended Plump. Instead of reprimanding Ms. Plump, he publicly reprimanded Ms. Kenyon. He insisted Ms. Kenyon keep Plump employed.
60. After Ms. Daniel's quit, Mr. Kenyon began a campaign to make Ms. Plump "Kenyon Command Central" and to make his entire family answerable to her. Against Ms. Kenyon's protest, he turned more tasks over to Plump, such as packing Ms. Kenyon's clothes, and providing food for Ms. Kenyon. Ms. Kenyon resisted as her health declined even more rapidly, but Mr. Kenyon insisted on Plump's involvement.

61. In December 2016, Ms. Kenyon hired her cousin, Laura Farris to be her assistant. Until this time, Mr. Kenyon adored Ms. Farris and her mother, Linda Allred. But when Ms. Kenyon hired her, Mr. Kenyon suddenly could not stand Ms. Farris and began to constantly insult and berate her. Plump, Mr. Kenyon and Cavanaugh instantly created a hostile work environment for Ms. Farris, withholding vital information from her that she needed to perform her job; blocking access to her business email and Ms. Kenyon's business accounts. Even though Ms. Farris worked for a customs company at the Atlanta Airport for over twenty years, Mr. Kenyon, Cavanaugh and Plump refused to allow her to assist with customs paperwork to get some of Ms. Kenyon's inventory for ComicCon. They refused to allow her to book travel arrangements for Ms. Kenyon, answer professional or fan mail, or to help out with the store. Plump sabotaged Ms. Farris' performance in front of Mr. Kenyon, as well as Ms. Kenyon's publishing peers by making her seem incompetent and stupid. Ms. Farris was constantly in tears over her treatment by Cavanaugh, Plump and Mr. Kenyon as she feared for her job due to their treatment of her.
62. It was also during this time that Plump undermined Ms. Kenyon by casting disparaging shadows on Ms. Kenyon's character such as when Ms. Kenyon was working with a member of Alexi Vanderburg's regular team, Sam Sykes, to set up a signing in Phoenix, Arizona. Ms. Plump approached Vanderberg behind Ms. Kenyon's back saying that "Before I check with Sherri, I want to see if this would adversely affect Bard's Tower" insinuating that since Plump had no idea Sykes

worked with Bard's Tower that both Mr. Sykes and Ms. Kenyon were doing something underhanded to harm Mr. Vanderberg's sales. It was Plump who insisted Mr. Vanderberg order over one thousand (1000) copies of Ms. Kenyon's book, Intensity, for a launch event when Ms. Kenyon had told Laura to have them purchase only four hundred (400) copies. This caused Mr. Vanderberg to hold resentment toward Ms. Kenyon who thought at the time that Ms. Kenyon had intentionally left him holding the bag. Ms. Kenyon did not want Plump involved with the planning of the DragonCon event at all. She tried repeatedly to have her removed, but Mr. Kenyon continually insisted and inserted Ms. Plump by claiming that Ms. Farris was too stupid to handle the details herself and that Farris "would screw it up and embarrass her" if Ms. Kenyon didn't rely on the "ever capable" Ms. Plump who told Vanderberg and his staff that Plaintiff didn't want to be inconvenienced by carrying merchandise for them in her luggage; a blatant lie as Ms. Kenyon routinely carries merchandise in her luggage to save shipping costs for herself and others. Plump misled Mr. Vanderberg into believing that Ms. Kenyon held an "annual sale" at Christmas time on her social media outlets where she would promote his company with large banner ads and heavy social media posts, then failed to notify Ms. Kenyon of her (Plump's) promises, thus fostering more resentment toward Ms. Kenyon from her longtime business associate and friend. Plump's actions were intentionally and intended to destroy the relationships that Plaintiff had with her bookseller (Premiere Collectibles), and other business relationships, like Dabel Brothers, Southern Ground, and Amber Entertainment. Now between the destruction of the relationship

with St. Martin's and others, Plump and Defendant Kenyon cause great financial damages to Plaintiff Kenyon's career and income.

63. By February 2017, Ms. Kenyon's health was worsening to a critical level. No doctor or dentist could tell her why her teeth were routinely crumbling, her bones were breaking from very minor pressure, her hair continued to come out by the handfuls. Ms. Kenyon was plagued with excruciating stomach cramps, vertigo, severe anemia, and respiratory issues that left her unable to walk across a room without aid.
64. Ms. Kenyon's distress and physical deterioration was plainly evident in her February 2017 video on YouTube for her book Born of Vengeance. Her eyes were so swollen from the toxins she was unknowingly ingesting and her mysterious symptoms that Ms. Kenyon was forced to wear glasses in an attempt to mask her illness. The video also demonstrated the true nature of Plump who is heard repeatedly belittling Ms. Kenyon and her fans. Plump again began a series of nasty attacks on Ms. Kenyon's latest title that caused the sales for the book to plummet and the publisher's support for the series to wane so much that at this time there are no League books currently scheduled to come out, even though Ms. Kenyon's fans are constantly demanding new titles in the series while Ms. Plump continues to use their impatience to impugn and malign Ms. Kenyon's reputation and integrity. It was not until the fall of 2018, that Ms. Kenyon discovered the depth of Plump's attacks on her.

65. In February and March 2017, after almost twenty years together and after throwing a massive party where they had proclaimed Ms. Kenyon their “author goddess” just a few months prior, St. Martin’s Press **cancelled** several of Ms. Kenyon’s contracts. In the fall of 2018, Ms. Kenyon discovered that this was a direct result of Mr. Kenyon’s and Ms. Plump’s continued and unrelenting actions and assault against Ms. Kenyon, including the solicitation of the hostile fan attacks and Ms. Plump impugning Ms. Kenyon’s ability to meet her deadlines because she “was sleeping all the time” due to the toxins that were being fed to Ms. Kenyon without her knowledge and without her permission. St. Martin’s faith had been shattered by the hostile attacks led by Plump and the actions taken by both Ms. Plump and Mr. Kenyon that rendered Ms. Kenyon unable to stand against them or even to walk across a room without being breathless. After Ms. Plump’s numerous emails to St. Martin’s personnel about the “chaos” in the Kenyon home that accused Ms. Kenyon of sleeping all the time and being unwilling to fulfill her routine obligations that Ms. Kenyon had never minded doing, as well as emails that accused Ms. Kenyon of wasting her publisher’s money on foolish requests that Ms. Kenyon had never done, Ms. Monique Patterson, Ms. Kenyon’s editor since 1998, came for a personal visit for the first time ever to their Franklin home in November 2017 to see for herself what was going on. There, Ms. Patterson was left alone with Mr. Kenyon and Ms. Plump who had worked against Ms. Kenyon who had no idea that she was being betrayed by her husband and Plump. As a direct result of her publisher’s shaken faith due to Ms. Plump’s and Mr. Kenyon’s actions and words against her and what

they'd done to her ruined health, Ms. Kenyon had to pay back hundreds of thousands of dollars that had been advanced to her which put an undue hardship on Ms. Kenyon both physically and financially. It also put a strain on Ms. Kenyon's relationship with her agent, Robert Gottlieb, who had to negotiate moving the full body of Ms. Kenyon's work from St. Martin's to Tor. While many of her books and series were brought over to Tor, not all were. Ms. Kenyon's #1 New York Times bestselling Young Adult Series, Chronicles of Nick was one casualty. Instead of being fourteen (14) books as promised to fans, the series was halted after book eight (8). That final book, Intensity, which had been promised to be one of the lead books for St. Martin's new Wednesday Books imprint lost all its marketing and press when Ms. Kenyon was forced by Plump's and Mr. Kenyon's actions to buy it back from St. Martin's and she had to self-publish it at great expense. That book earned a fraction of her previous releases and is the only title of Ms. Kenyon's Chronicles of Nick series that didn't land on the New York Times list, all as a direct result of Ms. Plump's and Mr. Kenyon's actions against Ms. Kenyon. More than that, Ms. Plump went on to heavily criticize and mock the title not only to the public, but also to Ms. Kenyon and to Mr. Kenyon to undermine Ms. Kenyon at home, in front of her children and employees. To this day, no publisher has signed the remaining eight (8) books for the #1 New York Times bestselling series, which is unheard of in the industry, especially for a writer of Ms. Kenyon's stellar caliber and reputation. Likewise, Ms. Kenyon has no publisher for her Nevermore series, or her previously best-selling Daemon's Angel novel that had also been under contract at St. Martin's

Press. Their actions have postponed the publication of her Silent Swans series by more than two years and have interfered with the future publications of her League series and have delayed the publications of Born of Blood that was supposed to be out in July 2018 and Born of Trouble that was originally scheduled for November 2018. Their actions have even interfered with Ms. Kenyon's most prominent series, Dark-Hunter and her latest publisher Tor who has now moved her 2019 Dark-Hunter book into 2020, which has caused a great strain between Ms. Kenyon and her virulent fanbase. Not only has it interfered, but Plump is using the delays caused by her actions and those of Mr. Kenyon to further injure Ms. Kenyon by fostering mistrust in her readership as she blames Ms. Kenyon for the contract cancellations Plump is directly responsible for. The loss of these publications cost Ms. Kenyon hundreds of thousands of dollars.

66. In May 2017, Ms. Kenyon's health had so deteriorated that she was wearing a heart monitor for the tachycardia that had been brought on by the severe anemia caused by the toxins she'd been unknowingly ingesting in her tainted food and drink that Mr. Kenyon and Ms. Plump would force her to eat and become enraged any time she failed to consume it. Ms. Kenyon was unable to drive due to her weakened condition that left her unable to breathe without wheezing and that was causing severe body tremors and bronchial spasms, as well as facial and eye twitching and eye and lip swelling, among other symptoms neither Ms. Kenyon nor her doctors could explain. Because of her mystery illness that left her so weak and dizzy, Mr. Kenyon insisted that Plump accompany Ms. Kenyon to an event in Atlanta against

Ms. Kenyon's wishes. Plump contacts Ms. Kenyon's publisher to tell them that she needs a larger vehicle for "all the costumes and makeup" needed by Ms. Kenyon. This was a false statement as Ms. Kenyon had no intention of taking any costumes and the photos of the convention will bear this out. Rather, and as Ms. Plump was well aware, Ms. Kenyon was taking a large amount of publicity materials to support her books for the librarians and readers who were in attendance. Plump made the comment knowing full well it would anger the publisher who would see such a frivolous request as a waste of their money. While at the event, Plump was exceptionally rude to the staff from Ms. Kenyon's primary publisher. When Ms. Patterson who had a dinner date with Ms. Kenyon, saw that Plump was with her, she immediately canceled their dinner and then avoided Ms. Kenyon for the rest of the event and hasn't spoken to Ms. Kenyon since. More than that, Plump was dismissive and rude to the organizer of the convention; a woman who holds a lot of influence with readers and others in the industry. At Ms. Kenyon's signing, Plump was so demeaning and insulting to fans that she caused one of them to run away in tears from Ms. Kenyon's table, forcing Ms. Jacobs to have to run after the fan to calm her down. She shouted and screamed at a number of fans. Furthermore, Plump insulted Ms. Kenyon and embarrassed her repeatedly. She attempted to isolate Plaintiff from her lifelong friends by telling them that they weren't welcomed to visit, and insisted that Ms. Kenyon had a "bedtime" and that they were not to come to her room. Plump even tried to evict Ms. Kenyon's eldest son Madaug from the hotel room when he came to see his mother, and she insisted that Ms. Farris, Ms.

Kenyon's assistant and cousin, couldn't stay at the hotel and would have to travel to and from her home, an hour away, each day for the event. Ms. Plump brought food for Ms. Kenyon to eat which Plump reported to Mr. Kenyon. When Ms. Farris shared one of Ms. Kenyon's meals, Ms. Farris became violently ill, and like Ms. Kenyon began to vomit. Kim Burnett, a licensed psychologist, and Kim Turner, R.N., friends and fans of Plaintiff Kenyon, both noticed how ill Ms. Kenyon appeared, and that she was suffering from chronic fatigue, paleness, hair loss, memory loss, tremors and other symptoms to such an extent, they feared for Ms. Kenyon's life. Ms. Burnett told Ms. Kenyon that Plump was toxic and that she needed to be removed from her home.

67. After Ms. Plump's insulting behavior, Ms. Kenyon told Mr. Kenyon that Plump was never to be around any of Ms. Kenyon's fans again. Mr. Kenyon again defended Ms. Plump and told Ms. Kenyon that he found her to be highly professional and couldn't understand why she was having a problem with Plump.
68. By June 2017, Ms. Kenyon was dangerously weak from her anemia. She had to go in for two iron infusions. Even this intervention does not alleviate her chronic fatigue or restore her iron levels to normal as her health continues to plummet. She knew that her decreasing health was inconsistent with her medical history and later she would discover that she had been poisoned by Mr. Kenyon and Plump.
69. That summer, Mr. Kenyon, against Ms. Kenyon's orders, had Ms. Plump assist with ComicCon. As a result of Plump's and Cavanaugh's actions to sabotage the event, an entire road case was shipped to the show containing nothing except bubble wrap.

Instead of using Ms. Kenyon's system to inventory the contents so that case inventory is known and tracked, no one knew what cases were to be shipped and therefore another case with necessary booth pieces and merchandise, was left behind in Nashville. Meanwhile an additional heavy case arrived to the show that was packed half full. Every shipping case was to be counted and inventoried in the event a case was damaged and lost for claims against the shipping company and one of the cases that was supposed to be shipped was missing and no one knew what was in it or what inventoried had been packed. Ms. Kenyon learned that neither Ms. Plump, Mr. Kenyon, nor Cavanaugh had done this which would protect her business inventory. As a result, Ms. Kenyon had minimal inventory to sell at her event booth and no way to report anything as missing or damaged. When Ms. Kenyon opened the road case of bubble wrap, she calmly asked, "why?" and said nothing more about it before she closed the case and had it sent to storage. When Mr. Cavanaugh arrived at the event half an hour later, he screamed at Ms. Kenyon that he'd heard she'd been "Shit-talking me behind my back." Several witnesses observed his rude and uncalled for behavior to her simple question: Ian Kenyon, Quincy Allen, Alethea Kontis, and Victoria Walters. Ms. Plump had so poisoned the staff against Ms. Kenyon with her words and attitude that Ms. Kenyon could no longer calmly and reasonably ask even a single word question without being viciously and publicly attacked and embarrassed for it in front of her son, peers and fans. .. Another humiliating public event for Ms. Kenyon that Mr. Kenyon approved of and

condoned and refused to see Ms. Plump, who was living in the Kenyon home at that time, reprimanded or fired over.

70. In July 2017, Mr. Kenyon, against the wishes of Ms. Kenyon and their sons who shared the home with them, had Ms. Plump move into the Kenyon household full-time under the guise of tutoring their youngest son, Ian. Instead of helping Ian, Plump derailed his senior year and caused him to have to withdraw from school due to the PTSD caused by her severe bullying and abuse only a few weeks into the fall semester. Abuse that caused Ms. Kenyon's son to need therapy. As soon as Plump was in their home, Mr. Kenyon gave her full control over Ms. Kenyon's business and life, as well as those of his sons. Mr. Kenyon and Cavanaugh gave Plump the passwords to all of Ms. Kenyon's emails and business accounts, as well as those of the entire family. When Ms. Kenyon told him to fire Plump, Mr. Kenyon called her crazy and claimed Plump was "just trying to help." He said that they needed Plump as she was critical to the Kenyon home and that it couldn't run without her. Meanwhile, Ms. Kenyon's health continued to worsen. It was during this time that Ms. Kenyon started noticing the video feeds at her office were going down a lot so that she could no longer monitor what others were doing at her office in Thompson's Station. Cavanaugh did not attend to the security breaches as he had in the past.

71. Ms. Plump took over control of Ms. Kenyon's on-line store and began to ask her fans to message her directly. Plump contacted international fans asking them to learn the customs laws of their countries so that she could "adjust" the paperwork to avoid paying import duties and fees on the merchandise they buy. Unbeknownst to Ms.

Kenyon, she told fans to falsify customs paperwork that Plump shipped internationally even though it was always Ms. Kenyon's policy to never lie on any official form and to be scrupulously honest in all transactions. Plump gave away thousands of dollars of merchandise without consulting Ms. Kenyon. Plump intentionally put the wrong shipping weights for items in the store so that Ms. Kenyon lost money every time an item was shipped. Ms. Plump constantly kept Ms. Kenyon's work area in a state of filth and disorganization while blaming it on Ms. Kenyon. Plump charged Mr. Kenyon for organizing and inventorying the books, but it was never completed and rather than work, Ms. Plump would put up a tent and sit out there for hours "doing nothing" and billing for time. Since Ms. Plump's departure in March 2018, Ms. Kenyon has discovered many of her rare books and **handwritten notes** that were last seen in Ms. Plump's possession during the Clare lawsuit where Mr. Kenyon was paying Ms. Plump to be his legal assistant have gone missing from the storage unit that Plump had access. Items Plump had chronicled as being in storage, but that can no longer be found, but that Plump disclosed to fan Samantha Breton that Plump was in possession of Plaintiff's intellectual material and stated that she would use that information to write after Plaintiff became undone from the divorce. After billing tens of thousands of dollars, Plump left the entire storage unit in a state of extreme disorganization that has caused extensive damage to merchandise and that will cost Ms. Kenyon thousands of dollars to have organized in order for her to even begin to find merchandise that Plump has already charged her tens of thousands of dollars to "inventory" yet cannot be found until it

is put into some kind of reasonable order. A business storage unit that Mr. Cavanaugh was supposed to be in charge of keeping organized and inventoried that he first allowed to become a snarled and dangerous mess that has caused Ms. Kenyon to lose thousands of dollars in sales and that will cost her thousands of dollars to have fixed because of his carelessness with her business affairs.

72. During the Clare lawsuit and without Ms. Kenyon's knowledge, Mr. Kenyon had Cavanaugh shred business documents at Ms. Kenyon's office. Ms. Kenyon was not aware of this until after Mr. Kenyon filed for divorce in March 2018 when she found it in Cavanaugh's payroll activity sheets. To this day, Ms. Kenyon has no idea what imperative documents were destroyed or what evidence for that case or her pending divorce Mr. Kenyon and Plump had Mr. Cavanaugh willfully dispose of, including and not excluding pertinent business documents and/or manuscripts and notes for Ms. Kenyon's writing projects. All that Ms. Kenyon knows for sure is that Mr. Kenyon told their eldest son, Madaug Kenyon that he began planning their divorce in October 2017, during the time when Cavanaugh was actively shredding documents and Ms. Plump and he were ravaging and hiding documents from Ms. Kenyon. One such document that has since been uncovered was a vital piece of evidence in the Clare case Mr. Kenyon had insisted Ms. Kenyon file against Ms. Clare that would have radically shifted the outcome. It was a piece of critical evidence that Ms. Kenyon continually asserted to her attorneys and in all her pleadings that she had possession of as it was sent from Simon & Schuster bearing the signatures of key Simon & Schuster personnel that would prove their perjury in

the case and their willful actions and collusion with Ms. Clare against Ms. Kenyon and her Dark-Hunters properties and trademarks. Mr. Kenyon, Plump and Cavanaugh had all told her that it could not be found and it was located in June 2018 in Mr. Kenyon's desk drawer in an file folder that bore Ms. Plump's handwriting. Likewise, during the week of Ms. Kenyon's deposition in that case, and during the same week Mr. Kenyon filed for divorce, when Ms. Kenyon needed critical documents that only Mr. Kenyon knew the location of and after leaving Ms. Kenyon with no practical transportation whatsoever to travel to and from her depositions, with the help of Mr. Cavanaugh who had made a trip specifically from Michigan to Tennessee to aid and abet Mr. Kenyon in his plans against Ms. Kenyon, Mr. Kenyon refused before attorney witnesses, Paige Mills, James Haltrom, Kelly Frey and Mark Vanderbroek to provide Ms. Kenyon with the documents she needed to further the Clare case that Mr. Kenyon had insisted Ms. Kenyon file. Furthermore, Mr. Cavanaugh had refused, after depriving Ms. Kenyon of her own company car, to drive those necessary documents to the lawyer's office for her. Instead, Cavanaugh remained at Ms. Kenyon's home where he deleted emails and files from Ms. Kenyon's and her sons' computers and phones and installed spy software on their computers, and compromised their security systems, all under Mr. Kenyon's direct orders and supervision. Cavanaugh, before witnesses, verbally threatened Ms. Kenyon by letting it be known that "Paco can get into anything here. He sees all and knows all."

73. After Comic Con International San Diego in July 2017, Ms. Plump and Mr. Kenyon began another systematic campaign to rid Ms. Kenyon of one of her longtime writing associates and friends whom Plump began to view as a danger due to her staying too long at the Kenyon home and cabin for writing purposes, Alethea Kontis. The two of them, with fabricated evidence, accused Ms. Kontis of stealing books while she'd assisted Ms. Kenyon in San Diego and the week right after that event in Orlando during the Romance Writers of America's conference. They said that Ms. Kontis was inappropriately billing the Kenyons and accused Kontis of "milking Sherri for money." Kontis was in tears from their derision, accusations that they couldn't conclusively prove, and abuse.
74. In August 2017, just days before Ms. Kenyon needed to go to DragonCon with her booth, Mr. Cavanaugh without any previous hint or warning, told her he was leaving to move to Michigan. Since Cavanaugh waited until the last minute and gave Ms. Kenyon no warning and because Plump had personally driven away all the rest of Ms. Kenyon's staff or caused so much resentment and hostility and/or suspicion toward Ms. Kenyon that they left, Ms. Kenyon was unable to take her booth to Dragon-Con and lost thousands of dollars in revenue that weekend. More than that, Ms. Kenyon disappointed her fans who always anticipate and look forward to her booth and count that as one of their highlights each year when they attend the convention.
75. Knowing that the August 2017 DragonCon was critical for Ms. Kenyon's career, especially since her booth wouldn't be there and because Ms. Kenyon had lost her

primary publisher and was having to publish her last Chronicles of Nick book, Ms. Plump took full advantage to sabotage the launch event with Mr. Kenyon's knowledge, help and approval. Even though she was extremely weak and sick and at times needed help to walk, Ms. Kenyon had spent a great deal of time and money prepping for the launch event on Thursday night, hoping to impress her new publisher and the Hollywood producers who were supposed to attend. At great expense, Ms. Kenyon had arranged to bring in a number of people, including longtime friends and Hollywood sound engineers, Allen Williams and his wife Penny, who Ms. Plump wasted no time insulting the guests about Ms. Kenyon's integrity and maligned Ms. Kenyon's intention to pay them when Ms. Kenyon had never once, in all the decades she'd worked with them failed to pay or expected them to work for free. And though Ms. Kenyon had assigned Ms. Farris and Ms. Kontis to set up of the event, Ms. Plump, under Mr. Kenyon's orders, inserted herself, took over and interfered making a disaster of the entire event. Ms. Plump and Mr. Kenyon made sure that Farris and Kontis had conflicting information and assured them that things were done that were not. Through Plump's insistence, the event bookseller, Mr. Vanderberg, was compelled to order three times the number of books routinely ordered for an event and Ms. Plump had him competing against Premiere Collectibles, a second vendor when their sales should not have been competing, thus upsetting both vendors at Ms. Kenyon. Plump's actions were so egregious toward Premiere Collectibles that they refused to even speak to Ms. Kenyon for the rest of 2017 or to return to DragonCon in 2018. More than that, Ms.

Plump has also used not only this event, but Premiere Collectibles and the names of its employees to malign Ms. Kenyon's reputation with fans in direct violation of her signed NDA. Against Ms. Kenyon's wishes, Plump hired an oversized, van to transport Ms. Kenyon and Madaug (Ms. Kenyon's eldest son) along with props to Atlanta for the event. Half way to Atlanta, Ms. Plump who was well aware that Ms. Kenyon was extremely sick and needed that critical time to work on a book that she was behind on and that was overdue to her new publisher informed Ms. Kenyon by telephone that she had failed to procure the cake for the party. Instead of either resting or working on the overdue book, the extremely ill Ms. Kenyon was then forced to find a bakery who could provide a cake for five hundred people in less than twenty-four hours. If that wasn't stressful enough for the ailing author who was in a severely weakened state from her tachycardia and inability to breathe along with other life threatening symptoms, Plump had the van deliver Ms. Kenyon to the wrong hotel and had failed to coordinate with the DragonCon event staff to assist Ms. Kenyon with the props per their normal routine, which left Ms. Kenyon scrambling to find volunteers in the midst of juggling catering calls, while struggling with her breathing apparatus while trying not to let her fans know how dire her health was. Meanwhile, Mr. Kenyon was at home with Ms. Plump, criticizing Ms. Kenyon and Ms. Farris.

76. Another important vendor for Ms. Kenyon throughout her career has been Premiere Collectables. This organization attends events and broadcasts activities through social media. They also do "live" book signings which they post online, as well as

sell books and collectibles through their company based in Franklin, Tennessee. This has proven to be a very important tool for Ms. Kenyon to interact with fans and to sell her books as another viable outlet. Ms. Plump so angered the personnel of Premiere Collectibles with her miscommunication and failure to properly tell them what was happening at that launch party that they refused to return any of Ms. Kenyon's emails or calls relating to her November 2017 book release, or that of her publisher. More than that, they refused to return to the 2018 DragonCon event to broadcast Plaintiff's book signing there, even though that was Ms. Kenyon's most anticipated release since her 2013 book, Styxx. As recently as the fall of 2018, Plump used the lack of support from Premiere Collectibles that she caused by her miscommunications and insinuations against Ms. Kenyon to spread more lies to Ms. Kenyon's fans and damage Ms. Kenyon's career and reputation.

77. When Mr. Kenyon and Ms. Plump finally arrived to Dragon-Con two days after the disastrous launch party, Mr. Kenyon berated Plaintiff, who was in a sick and weakened condition, for not removing the props from the site of the party and getting them back to her hotel room. This in spite of the fact that the party had ended in the middle of the night and that one of Ms. Kenyon's longtime volunteers had been mugged while they had been attempting to salvage as much of the party's decorations as they could. In his anger, Mr. Kenyon and Ms. Plump aggressively harassed and intimidated the DragonCon staff in their failure to get this done, even though the DragonCon staff had been working during this event and had done their best. Whenever Ms. Kenyon enters into a contract with an event, she assumes

responsibility for anyone she brings to the event as her guest or a member of her staff. Mr. Kenyon's actions caused a great deal of stress to her relationship with the DragonCon personnel. DragonCon and other similar events are a critical and necessary marketing tool for Ms. Kenyon that she has relied on for years to build and maintain her brand. Without these necessary forums, the fans could lose interest in her works because the opportunity to participate in the fantasy worlds through the events stimulates their interest. By his egregious and irrational actions that Ms. Kenyon had told him not to take, Mr. Kenyon put this relationship at risk.

78. On October 1, 2017, Ms. Farris arrived at Ms. Kenyon's home to find Plaintiff in such a weakened state that her life appeared tenuous. Ms. Farris observed that Ms. Kenyon was so weak that she was unable to get out of her writing chair and yet no one made sure that she had food and water even though both Mr. Kenyon and Ms. Plump appeared to be living in the home. Farris also observed that Mr. Kenyon and Plump have divided the house with Mr. Kenyon on the middle floor; the boys confined to the upper floor; and Ms. Kenyon was isolated in the basement where she was kept like a prisoner. The boys were kept away from their mother. Anytime Ms. Kenyon tried to leave her office, Plump would immediately block her path to the stairs leading above or the doors to the outside and ask her where she was going and what she was doing. If Ms. Kenyon happened to make it to the second floor, Mr. Kenyon would immediately start a fight where he would scream at his weakened wife until he drove her back to the basement. If their sons left their third floor, they were questioned like prisoners and told to go back to their rooms. Both

Plump and Mr. Kenyon told the Kenyon boys that their mother was too busy to talk to them, that she needed to be writing and didn't have time for her sons. Even though she was the tutor, Plump told Madaug Kenyon that he wasn't as important as his mother, and that his looming and necessary graduation paperwork could wait because Plump had more important things to do in the Kenyon household than Madaug's school work. Because of her actions, Madaug almost missed his graduation.

79. Horrified by what she found, Farris took Ms. Kenyon to the cabin office in Thompson Station, Tennessee, to work and prepare for New York ComicCon and to get her away from Ms. Plump and Mr. Kenyon out of fear for what they were doing to her.
80. On October 2, 2017, Mr. Kenyon came to the cabin with food for Ms. Kenyon and Ms. Farris. Ms. Kenyon's hamburger was clearly marked separately from Ms. Farris's and Mr. Kenyon was careful to make sure Ms. Kenyon got the right hamburger. The moment Ms. Kenyon took a few bites of her food, her throat began to close up and she started violently choking as she'd done a number of other times in her home while eating food Mr. Kenyon had given her. Unable to speak or catch her breath as she'd done in the past while eating with her husband at home, Ms. Kenyon feared she was choking to death. Instead of attending to her, Mr. Kenyon shouted at her for daring to leave their home to work in her office because of Ms. Plump. She tried to get his attention and he refused to stop screaming at her. Unable to get his attention or to make it to the bathroom, Ms. Kenyon threw the food into

the sink and ran to vomit into there. Crying, Ms. Kenyon told Mr. Kenyon that she wanted Plump to move out of their marital home and that he couldn't have both of them. He had to choose Ms. Plump or Ms. Kenyon because she wouldn't share her home anymore with a woman she couldn't stand and who screamed at and tortured their children. He told her that he couldn't make Plump leave as she was there for their son's education and that she was getting him the best grades of all his tutors. Ms. Kenyon disputed that Plump was necessary for their son's education because Plump was torturing their son with her intolerance and anger. Mr. Kenyon promised Ms. Kenyon that he would fire Plump. He didn't.

81. Ms. Kenyon attended New York ComicCon October 3-5, 2017 with Ms. Farris. When she called Mr. Kenyon to let him know that a meeting was cancelled and that she was planning to spend that additional time doing research in Williamsburg, Virginia, he told her that he couldn't talk as he was in their home watching a movie "with Kerrie" who was giggling in the background. Ms. Kenyon hung up and began rearranging her trip. As she does so, Mr. Kenyon had Mr. Cavanaugh and Ms. Plump break into Ms. Kenyon's private emails and travel accounts and begin rescheduling her plans in an attempt to force her home. This manipulation of her accounts cost hundreds of dollars in extra fees and caused additional stress on Ms. Kenyon who was still weak and struggling with her physical health.
82. While Ms. Kenyon was in Williamsburg, Virginia working diligently to finish her overdue book so as not to anger her new publisher, Mr. Kenyon, and Ms. Plump, are working together in Franklin, Tennessee, along with assistance from Paco

Cavanaugh, to dissipate and hide Ms. Kenyon's estate and possessions, including: hiding her assets, liquidating her personal property, shredding documents, deactivating security cameras, deleting files from her computers, destroying computers, locating and hiding manuscripts, valuable books, jewelry, and other nefarious activities.

83. In November 2017, Mr. Kenyon began selling Ms. Kenyon's gold and not did not tell her. He also raided their children's banking accounts of approximately \$100,000 and hid it in an undisclosed account. Either Mr. Kenyon or Ms. Plump also raided the money that Ms. Kenyon's kept for her event booth sales. Cavanaugh failed to transfer the funds from the internet payment processor (PayPal) into her bank account from ComicCon San Diego that year.
84. December 2017, Mr. Kenyon, knowing full well that he planned to divorce his wife if she did not die from her exposure to the toxins he was feeding her, and without letting Ms. Kenyon know, had Cavanaugh set up the Kenyon household and office with new computers. Cavanaugh also began "updating" their security equipment. At this time, Mr. Kenyon told Ms. Kenyon that she could not spend money on their children for Christmas as money was tight due to the attorney's fees in the lawsuit against Cassandra Clare he'd insisted they file. Later, Ms. Kenyon discovers that Mr. Kenyon paid out nearly \$10,000 to Plump in November and December of 2017, an extraordinary amount for her incompetence and destructive tactics. Mr. Kenyon paid this out of Ms. Kenyon's own bank account that he was not authorized to use. He did this to keep it secret from Ms. Kenyon, knowing that he never allowed her

to have access to those records or to the accounting or banking personnel who oversaw those accounts. Anytime Ms. Kenyon attempted to see her bank account statements, Mr. Kenyon would fly into such a rage that Ms. Kenyon stopped dealing with her irrational husband who became unhinged at any hint of her mistrust. Since Mr. Kenyon wasn't supposed to be using her business account and she didn't write checks on it, Ms. Kenyon didn't even know there was a checkbook for her business account. It would not be until she collected documents for her divorce after March 2018 that Ms. Kenyon found this activity.

85. In December 2017, for the first time ever, Ms. Kenyon's Christmas sales plummeted. After discovery Plump's activity in the fall of 2018, Plaintiff realized that Plump had continued her campaign against her through contacting her fans and causing derogatory posts to occur with online vendors. Every time Ms. Kenyon posted something positive about her upcoming books, she was inundated with the same "copy and pasted" attacks on her books. The attacks were so similar in nature and tone and came in such a clustered pattern wave as to leave no doubt that they were being orchestrated by a single individual who was urging a group to go out and post attacks against Ms. Kenyon at specific times and days. As each attack came, it further eroded Ms. Kenyon's sales on her books and damaged the presales on her upcoming works. Ms. Kenyon was unable to prove it until October 2018 when one of her fans finally turned over the texts and emails that Plump had been sending out to fans coordinating the attacks on Ms. Kenyon, giving them the specific language to use and telling them the specific places to target and times when Ms.

Kenyon and her staff would be most vulnerable and less likely to see or countermand the attacks. More than that, Plump instructed Ms. Kenyon's fans to target Ms. Kenyon's publishers so as to do as much damage to Ms. Kenyon's career as they could and maliciously turned Ms. Kenyon and her staff's well-intentioned words into something ugly and twisted to be used against the author and to do as much damage to Ms. Kenyon and her reputation as Plump could devise. Tactics Ms. Kenyon had reported to Mr. Kenyon and had shown him firsthand that Plump used against their children and employees while Plump was residing in their home and that Mr. Kenyon acknowledged that Plump did, yet failed to correct her behavior or fire her over. Rather by his complacency, Mr. Kenyon condoned and approved Plump's cruel and malicious acts against his family and wife, and her career and reputation.

86. In February 2018, Mr. Kenyon again witnessed Ms. Kenyon violently choking on food he had provided for her after eating in front of their son, Madaug Kenyon, and he did not offer aid or express any concern, even though Ms. Kenyon was clearly turning blue and could not draw breath. Not even when she began vomiting on their floor. While their son was in extreme distress for fear of his mother's life, Mr. Kenyon gave the curt reply, "she does that all the time, ignore it."
87. On February 9, 2018 Ms. Kenyon's mediation was scheduled for the Cassandra Clare lawsuit which had now been ongoing for two years. Unbeknownst to Ms. Kenyon, Mr. Kenyon had already planned to file for divorce and had been secretly accessing his wife's asset reserves, as well as hiding personal property from his wife and

children. Likewise, Plump had been removing property from the Kenyon home and storage without Ms. Kenyon's knowledge. Mr. Kenyon then hired in another set of attorneys from Bass, Berry and Sims and had them review the Clare case from scratch to drive up the cost of the lawsuit that he knew Ms. Kenyon was about to be stuck paying for after he was about to leave with all Ms. Kenyon's liquid assets in hand. For the entire duration of those two years and as she'd predicted from the beginning, Ms. Kenyon had been under continuing and unrelenting vicious attacks from Ms. Clare, Black and their team because of the gag order Clare's attorneys had put in place after Clare had publicly defamed and disparaged Ms. Kenyon with blatant lies and it was impossible for Ms. Kenyon to defend herself against them.

88. Mr. Kenyon took Ms. Kenyon to the mediation telling her not to expect to settle and yet when she refused to settle, he became furious at her for it. Ms. Kenyon again reiterated that she could not settle the case after so much negative publicity as it would be catastrophic to her career given the vicious lies that had been told against her. She told Mr. Kenyon and their lawyers that a trial was imperative so that the evidence and truth could come out and the public would see how her own publisher Simon & Schuster knowingly and willfully colluded with Clare to violate her trademarks and steal her property. Once again with the full knowledge that he intended to file leave Ms. Kenyon in less than a month, Mr. Kenyon agreed and promised her that they would go to trial.

89. Just days later against Ms. Kenyon's direct orders and with the full knowledge that by doing so it would bring harm to Ms. Kenyon, her career, her colleagues and her

reputation, Mr. Kenyon released information to opposing counsel about Ms. Kenyon's associates approaching a Hollywood producer about a possible movie deal for Ms. Kenyon. There was no legal obligation to release this information to Clare's counsel since neither Ms. Kenyon nor her agent were involved in those early fact-finding discussions. Mr. Kenyon knew that he was under no obligation to release the information and knew that Clare's counsel would vindictively use it to embarrass Ms. Kenyon and caused harm to her longtime business associates and damage her relationship to all parties involved, including her relationship with Dabel Brothers and Ben Silverstein for the production of a movie. He released their names and caused the Hollywood producer and his staff to be subpoenaed when they had no real knowledge of Ms. Kenyon or her series, and nothing whatsoever to do with the current litigation. As a result of his actions, Mr. Kenyon caused a halt to all discussions about that deal and caused Ms. Kenyon to lose all movie and television options at this time, costing Ms. Kenyon millions of dollars in lost revenue. Mr. Kenyon knowingly and intentionally interfered. He is well aware of how much Ms. Kenyon's fans wanted a movie or television show and the backlash she's been dealing with from the fans who have been promised a show that was first held up by the Clare litigation. The fans were also being baited by Ms. Plump who goaded them against Ms. Kenyon by saying that Ms. Kenyon was lying to them when she is fully aware that Ms. Kenyon is bound by non-disclosure agreements that prevent the author from publicly telling her fans what has happened behind the

scenes and why the television and movies haven't come out as a result of Ms. Clare's attorney's actions during the lawsuit.

90. On March 2, 2018, after having siphoned off money from his children's accounts over the years and hidden it, along with other money in a private "attorney" account that he'd failed to disclose to Ms. Kenyon who had earned every dime of that money and put it aside for her children and not Mr. Kenyon, Mr. Kenyon went into Tristar bank and closed out their three children's accounts totaling over \$450,000 (four hundred fifty thousand dollars). Ms. Kenyon had opened those accounts for each of her sons to ensure their futures, and had put Mr. Kenyon's name on the account during the children's minority in case something happened to her. Ms. Kenyon also discovered after the divorce was filed that Mr. Kenyon had closed out additional savings accounts that had been set up over the years for their sons and disposed of the money without her knowledge or permission. Now Ms. Kenyon has discovered that Mr. Kenyon (1) took about \$100,000 from the children's accounts in 2017; (2) sold off her gold in 2017 and hid the funds; (3) took \$450,000 from the children's accounts in March 2018; (4) had cashed in smaller CD's in the name of the children of about \$40,000; and (5) had secreted away the \$300,000 in his law practice account (which was money earned by Ms. Kenyon). The secreting of these funds alone totals nearly a million dollars. Mr. Kenyon also knew that Ms. Kenyon had promised their youngest son, Ian, that he could have the cabin (her office) when he reached majority. All of these funds had been earned by Ms. Kenyon. He had lived a lavish and carefree life since 2004 when he left his job and refused to continue

working as a federal attorney. Rather than honor Ms. Kenyon's promise to their children that they would always have a safety net to fall back on, Mr. Kenyon took the children's money that Ms. Kenyon had worked hard to set aside for them and set up his own separate account in his name only in a regional bank in Savannah, Georgia after poisoning his own wife.

91. On March 7, 2018, Mr. and Ms. Kenyon took their oldest son, Madaug, to the airport to catch a plane for Japan at five a.m. After they came home from the airport Ms. Kenyon laid down to nap for a couple of hours before her 9 a.m. hair appointment. Mr. Kenyon waited for her to go to sleep and left their marital home between approximately 5:30-6:00 a.m. He went to Plaintiff's business storage unit in Spring Hill, Tennessee and retrieved the items he and Ms. Plump had previously stored there for his preplanned abandonment of his marriage. Ms. Kenyon woke up at approximately seven a.m. to check the connecting gate for her son and to get ready for her hair appointment that morning. Around nine a.m., she sees an unusual email from Mr. Kenyon claiming he'd gone to Georgia to "check on his parents". In twenty-seven years of marriage, he had never done such a thing since he'd always claimed to hate his parents over the childhood abuse they'd inflicted upon him. Ms. Kenyon knew instantly that Mr. Kenyon had abandoned their marital home, especially since he had told neither her nor her youngest son that he'd planned the trip prior to his departure, nor had he taken any clothes with him. Mr. Kenyon refused to answer his phone from Ms. Kenyon. He also refused to answer the calls of their attorneys who were desperate to get in touch with him as Mr. Kenyon was

the primary consulting attorney in the lawsuit and held critical information about material facts and they were heading into depositions. Not to mention, Mr. Kenyon had just hired a new set of attorneys to represent Ms. Kenyon and Ms. Mills needed to speak to him about the case. He had harbored evidence on the case such as crucial files and emails. Ms. Kenyon was to prepare depositions in two weeks.

92. By March 2018, Ms. Plump was still staying off and on at the Kenyon home in spite of Ms. Kenyon's request that she leave. At times, she was still spending the night, and even when she wasn't, she'd stay late into the night, often as late as one or two a.m.. Ms. Kenyon became suspicious of both Mr. Kenyon and Plump given the course of events that had occurred since mid-2015; her health issues, their combined activities that had sabotaged her career, the insistence by Mr. Kenyon of engaging in ill-advised litigation against her own publisher; the destruction of her long-term professional relationships; the relentless attacks on her staff to alienate their relationships with Ms. Kenyon; and the persistent odd behaviors from her fans who had turned against her after years of building a loyal fan base. Mr. Kenyon's insistence on backing Plump over his own family, even when he witnessed her caustic abuse and comments. Ms. Kenyon refused to eat any of the food provided to her by Plump and Mr. Kenyon, waiting until Plump was gone and Mr. Kenyon was in bed before sneaking to eat only sealed food from their pantry.
93. A few days after Mr. Kenyon left their home and while a very sick Ms. Kenyon was getting ready to leave town for a major convention and was preparing for depositions, he sent an email to Ms. Kenyon's attorneys, telling them that he would

no longer be “fiscally responsible” for the lawsuit. That in spite of his promise, Mr. Kenyon would no longer be a part of the case. Since Mr. Kenyon had held himself out as the primary consulting attorney on the case; had communicated and directed other counsel; and had entered into the contracts with the other attorneys, the attorneys were forced to tell Ms. Kenyon that they could no longer represent her. This left the very sick Ms. Kenyon who was supposed to be focused on writing her books and gearing up for a major convention with no legal counsel at a critical time. Instead of being focused on the case and deposition preparation, her attorneys were forced to find Mr. Kenyon who was refusing to answer phone calls or tell anyone where he was so that they could “get” his permission for them to continue to represent Ms. Kenyon who was paying everyone’s bills in the Clare lawsuit that Mr. Kenyon had insisted Ms. Kenyon file. This was both humiliating and costly for Ms. Kenyon as it further drove up her legal expense and divided her attorneys’ attention. Not to mention, it kept Ms. Kenyon from writing and it was extremely taxing to a woman who was struggling with frail health.

94. On March 15, 2018, Ms. Kenyon and Ian Kenyon left Tennessee to go to Biloxi, Mississippi for an event. While they were gone, Mr. Kenyon flew back to Tennessee, and with Ms. Plump’s help, raided the Kenyon home of personal property. He then commandeered Ms. Kenyon’s office in Thompson’s Station without warning. He removed his computer from his office at the Franklin home and then promptly purchased another computer with the funds he’d removed from their children’s bank accounts. He also removed a large number of paper files from

the home and from Ms. Kenyon's business storage units in Spring Hill. Many groceries from the cupboard and refrigerator were also missing and Ms. Kenyon's hairbrushes had been cleaned out and left on her bathroom countertops. Even furniture was taken from Ms. Kenyon's home.

95. With the help of Cavanaugh and Plump, Mr. Kenyon left Ms. Kenyon without a reliable car to get to her deposition preparations that had been scheduled for the week of March 23, 2018. He first abandoned the home with the family SUV on March 7, 2018. Then he flew back to Tennessee on March 15, 2018 and drove off in the Porsche Cayman. He brought Ms. Kenyon's 64 Ford Mustang that she kept stored at the cabin, to the Franklin home, but did not bring the battery tender causing it to be undriveable as the battery was dead by the time she returned. Her son's Audi was unavailable as she couldn't leave him home with no means of transportation while she was downtown Nashville all week. Ms. Kenyon's Audi also had a dead battery and wouldn't start as Mr. Kenyon had taken her keys from her and not allowed her to drive her car for more than a year prior to his leaving. Her car had to be towed to the dealer for a new battery and maintenance that week. Madaug Kenyon's jeep had a dead battery as her son seldom drove it. Her son, Cabal's car has also been stored since her son went off to college in 2014 and is therefore unreliable. Not to mention, her son doesn't like for anyone to touch his car when he's not home. Mr. Kenyon had arranged for Paco Cavanaugh to return from Michigan and take possession of the company SUV thus leaving Ms. Kenyon with

no transportation just to interfere with her business as much as possible and to drive up her cost as much as he could.

96. Ms. Kenyon and her youngest son returned on March 18, 2018 to find their home raided of personal property. Mr. Kenyon left a dozen roses on the kitchen counter with a card saying that he wanted to stay married and for her to call him. On top of his card was a handwritten note from Ms. Plump saying that she hoped Ms. Kenyon worked out her marital problems and that she was there for Ms. Kenyon should she need her.
97. Instead of being by Ms. Kenyon's side while she prepared for her depositions in the Clare lawsuit, Mr. Kenyon had Mr. Cavanaugh go through Ms. Kenyon's house, personal computers, and phone to delete information and tamper with Ms. Kenyon's personal files and texts, as well as to delete files and texts from those of her sons'. He also had Cavanaugh make copies of files and tamper with security equipment at both the Kenyon home and at Ms. Kenyon's office. Cavanaugh illegally accessed Ms. Kenyon's private computer without her knowledge at any time so that he could rifle through her passwords and emails for Mr. Kenyon anytime Mr. Kenyon requested something. Likewise, Cavanaugh gave Mr. Kenyon full access to Ms. Kenyon's office computer and all her backup files that were at her cabin and reset the logs on that computer which Mr. Kenyon did not surrender to Ms. Kenyon until long after he was required to hand her computer over to her by the judge's orders. Cavanaugh deleted most of Ms. Kenyon's critical work, files and notes from her office computer. Ms. Kenyon lost several months of work that cannot be duplicated

and part of one entire manuscript that is worth hundreds of thousands of dollars. Cavanaugh is also the one who, without Ms. Kenyon's approval or knowledge, provided Plump unfettered access to Ms. Kenyon's personal and business emails so that she could search out any and all of Ms. Kenyon's business associates, friends, and fans, and contact them at will, which Ms. Plump has done over the years to the detriment and defamation of Ms. Kenyon.

98. More than that, Cavanaugh and Plump helped Mr. Kenyon gather up Ms. Kenyon's unpublished files, databases, and notes that no one other than Ms. Kenyon is licensed to have or authorized to use as they run on proprietary software that only Ms. Kenyon is licensed to run and use. Mr. Kenyon made a threat throughout the Cassandra Clare case: *That if the case didn't turn out the way he wanted it to that he would spend the rest of his life hiring out a ghostwriter to rip-off the IP of bestselling authors to make millions because the one thing Clare had taught him was how to legally steal someone's empire and get rich from it.* A threat that has turned out to be extremely viable given that in April 2018, Mr. Kenyon appeared in court with Kim Daniel who has routinely and openly bragged to others that she could duplicate Ms. Kenyon's fictional "voice" and no one would ever be able to tell the two writers apart. Daniel has made threats against Ms. Kenyon to others that have become known to Ms. Kenyon since March 2018. Plump has since bragged to Samantha Breton that she is in possession of Ms. Kenyon's proprietary IP that Plump, according to her NDA, was required to leave in the Kenyon home and that Plump should not have as it is considered stolen property. Mr. Kenyon knew or

should have known that Plump had this intellectual property and he has also failed to hand over Ms. Kenyon's files and disks that were in her cabin. He blatantly told on himself in his own discovery when he named projects of Ms. Kenyon's that he could have only known about had he been in possession of her proprietary files and software that he should not have access to, and it proves that he is in violation of his court orders and is intending to use Ms. Kenyon's property illegally against her as he has threatened to do before her and his children, along with other third party witnesses. Something he could not have done without the assistance of Plump and Cavanaugh.

99. Since the divorce was filed in March 2018, Cavanaugh has made changes to the home and cabin security system, allowing it to be remotely accessed by Mr. Kenyon without Ms. Kenyon's permission or knowledge so that Mr. Kenyon could spy on his family. Cavanaugh also removed all of Ms. Kenyon's access to her office security cameras, and all the while Mr. Kenyon continued to pretend that he was coming home again while he was meeting with his divorce attorney.
100. On March 22, 2018 the stress of everything took its toll on Ms. Kenyon and she was admitted to the hospital with heart palpitations, bradycardia, and pain. Ms. Kenyon contacted Mr. Kenyon for medical insurance information. Mr. Kenyon rudely refused to come to the hospital to be at the side of his wife who was there alone leaving Ms. Kenyon to wonder if she would die in front of her son. What Ms. Kenyon discovered the next day, on March 23, 2018, Mr. Kenyon intended to serve

her with divorce papers, even though he had already stolen millions of dollars from her and their children.

101. The divorce papers were filled with ludicrous lies and defamation against Ms. Kenyon, and Mr. Kenyon, having insisted on the drafting and execution of the Non-Disclosure Agreements for all the Kenyon employees and contractors over the years, even making them sign multiple copies as Mr. Kenyon rewrote new versions of the NDA, knew that these careless and false remarks were intrinsically detrimental to Ms. Kenyon's career and earning potential. He even threatened to file an Amended Complaint and make it "much worse" on Ms. Kenyon should she not do what he wanted. Mr. Kenyon knew that the divorce documents are public and the libelous attacks on Ms. Kenyon were intended to further harm her career and to embarrass her in front of her fans and peers when Mr. Kenyon knows full well that Ms. Kenyon has never done anything to him to warrant such treatment from him.
102. Ms. Kenyon discovered after the divorce was filed that Plump had engaged in constant secret communication with Ms. Kenyon's fans to lead them in rounds of public attacks against her. She claimed that Ms. Kenyon "fired" her while failing to disclose that she never officially worked for Ms. Kenyon or her company, but was actually Mr. Kenyon's assistant. Plump was never given a copy of the Mighty Barnacle handbook and never signed a copy of it, nor was she ever added to the Mighty Barnacle payroll. Ms. Kenyon told Plump that she was no longer welcomed in her home since her husband was no longer here and for Plump not to come back. For the duration of her time with the Kenyons, Plump was invoicing Mr. Kenyon

and clearly put on her invoices that all her work was done under Mr. Kenyon's direction and approval.

103. After Mr. Kenyon left Ms. Kenyon, Plump, knowing full well that she wasn't employed by Ms. Kenyon, went first to Cavanaugh to get paid. But since Cavanaugh lacked the authority to pay her, she then went directly to Ms. Kenyon's accountant demanding Noelle Harrison pay her for the work she had performed under Mr. Kenyon. Plump's request was denied as she wasn't on the Mighty Barnacle payroll. It was during this time that Ms. Kenyon had contacted Tutor Doctor owner, Sal Ferro, with Plump's actions of acting outside her contract. Until that point, Ms. Kenyon had been unaware that Plump had not been free to be working for Mr. Kenyon and that Mr. Kenyon had been paying Plump outside of Mr. Ferro's company so as to avoid Mr. Ferro's fees.

104. After the filing of the divorce, Plaintiff Kenyon had her blood, nails, and hair tested for toxins. The results are startling, showing that her body had high levels of **lithium, tin, barium, platinum, and thorium**. In recalling the controlling nature of Mr. Kenyon and Plump, it became obvious that they had systematically poisoned her since 2015. She recalled how Mr. Kenyon tried to control her travel plans and when he had failed to get Ms. Kenyon's travel plans altered, he'd frantically called Ms. Allred and told her that he needed her to call her daughter, Ms. Farris and get her to "bring Sherri home. I have to feed her." The comment had struck Ms. Allred as odd because she never could figure out why Mr. Kenyon would be so distressed and why Ms. Kenyon couldn't feed herself. In March 2018, the longer Mr. Kenyon

was away from home, the better Ms. Kenyon's health was getting. Ms. Kenyon wasn't the only one getting healthier. Her cat, Navi, who had been suffering the same symptoms as Ms. Kenyon: hair loss, respiratory distress, eye mucus, memory loss, confusion, muscle weakness, aches and pains, etc, was also undergoing a full recovery. It was then that it dawned on Ms. Kenyon that every night when Plump left the Kenyon home she would remove whatever food Ms. Kenyon ate under the pretense that she was taking it home to "feed to her dog" yet her dog always appeared emaciated. More than that, Ms. Kenyon's other cat, Kichka, had also suffered the same symptoms as Navi and had died from hers. Both of Ms. Kenyon's cats had been hand-fed from Ms. Kenyon's plates the same tainted food that Ms. Kenyon had been eating. Today, Navi, like Ms. Kenyon, is fully recovered and shows no signs of the mysterious illness that had almost killed her a year ago.

105. After filing for divorce, Mr. Kenyon contacted professional associates of Ms. Kenyon's telling them that she had physically and verbally accosted him and asking them to lie for him and to say that they had witnessed this in the Kenyon home. They refused as they knew it for the lie it was. Mr. Kenyon even told them that Ms. Kenyon was a practicing witch who had cast spells in their home and cursed her enemies, asking them to then verify his outrageous and ridiculous claims. Again, they refused. Out of all the people he contacted to testify against Ms. Kenyon, only the two who had something to gain and who both had been helping Mr. Kenyon spread previous lies about Ms. Kenyon, Plump and Daniel, came to court to substantiate his ludicrous and untrue claims.

106. On April 16, 2018, Mr. Kenyon testified publicly and under oath that Ms. Kenyon had attacked him. He knew that spewing these lies would be damaging to her credibility, reputation and career. Mr. Kenyon also perjured himself by claiming that the cabin was a family retreat when he knew that the cabin had been purchased in 2006 as an office location of Ms. Kenyon and that the location had been deducted on their tax returns for years. Mr. Kenyon's own email proclaiming it as a business property would impugn his testimony.
107. Plump, who was well aware of the lies in Mr. Kenyon's pleadings and testimony, parroted this same information to Ms. Kenyon's fans through her social media groups, in emails, text messages, and on the phone. Plump told them that Ms. Kenyon never used the cabin for business and that she (Ms. Kenyon) couldn't stand it. She told the fans that Ms. Kenyon had been lying to them. At the time, Ms. Kenyon did not know exactly how Plump was waging this war against her reputation. It was only after Ms. Kenyon started to get feedback from fans that she discovered Plump had first contacted them through Ms. Kenyon's email accounts and then was able to direct the fans to communicate with Plump through her own personal email accounts and phone.
108. In May 2018, Ms. Kenyon released the novel Death Doesn't Bargain. Plump went on a savage attack against Ms. Kenyon and the author, Elycia Hyder. Hyder appeared in the video promoting the launch of Plaintiff's book. Plump conveyed to fans that Kenyon hated Hyder and couldn't stand being with her. A blatant lie given that Ms. Hyder is one of Ms. Kenyon's dearest friends and used to spend afternoons

writing with Plaintiff at her cabin. Plump's lie was blasted to a number of fans through various platforms, emails, phone, message boards, social media, etc. This attack had a negative impact on the book sales and cost Ms. Kenyon thousands of dollars.

109. In June 2018, a routine article on Ms. Kenyon was published in the Tennessean that told the history of her writing career, including a description of the family's early years in poverty. The same history that has been repeated many times for the last twenty-three years and a history that Mr. Kenyon, himself, has recounted to his sons and to attorneys during the Clare litigation. Out of the blue, Mr. Kenyon had his divorce attorney fire off a "cease and desist" letter to Ms. Kenyon because he was being defamed. He, through his attorney, attempted to bully and intimidate Ms. Kenyon over the very statements that he had not only condoned and approved for the entirety of their marriage, but had made himself only months before. Mr. Kenyon knows that Plaintiff often shares her personal story with her fans and with the media, and now he has threatened her to stop doing so. More than that, he has threatened to call her a liar over long-established facts. This is harmful to Plaintiff in that her relationship with her fans controls her success, as Mr. Kenyon well knows. Her fans trust her to be open and honest with them. Mr. Kenyon is still trying to control her career development even though he has made clear his intention to divorce her.

110. By September 2018, Ms. Kenyon had regained most of her health and released her book, Stygian. The book immediately hit the New York Times at #8. But

immediately, Ms. Kenyon was faced with the most vicious of all attacks. These attacks came from some of her most supportive long-term fans. This time, the attacks expanded from the “cut and paste” allegations to a more bizarre claim that Ms. Kenyon had lied and misled fans when she told them she was putting handwritten “clues” about an upcoming book on pages when she signed 14,000 books. Ms. Kenyon and her staff tried to explain to her fans the misunderstanding, but the assaults were relentless and further discredited Ms. Kenyon. The attacks were turning so vicious that Ms. Kenyon instructed her staff to stop responding. The attacks continued. The book sales plummeted.

111. The second week of September, Stygian fell off the lists and the sales of the book ground to a halt faster than any release Ms. Kenyon had ever had in her entire career. Plump’s vicious attacks had undone all the hard work Ms. Kenyon and her publisher had put into promoting the book. Every time Ms. Kenyon attempted to promote the book, she was again publicly attacked through social media and web postings in another organized assault on Ms. Kenyon personally and on her books. Plump even went so far as to incite Ms. Kenyon’s fans to write to her new publisher to attack Ms. Kenyon and her books; to “let them know of your disappointment”. Plump instructed fans to “mix it up” and not use her exact wording that she gives them because “SK (Ms. Kenyon) knows my syntax” and Plump didn’t want to be exposed for her wrongdoing. She also discussed with fans the nature of Ms. Kenyon’s divorce and warns them what words and phrases to avoid using as she didn’t want her emails or texts to become flagged when the divorce attorneys searched her

computer for evidence. Plump even went so far as to attack Ms. Kenyon's sons and their special needs, holding them up for public ridicule to Ms. Kenyon's fans. As a result of the unending attacks from Plump and Mr. Kenyon, Ms. Kenyon became afraid to give interviews or to promote any of her books as she didn't know what would incite Plump into another attack. As recently as November 26, 2018, Ms. Kenyon posted an innocuous photograph of her cat that sent Ms. Plump off into a vicious round of personal attacks against Ms. Kenyon and her sons that lasted for days.

112. In October 2018, when Ms. Kenyon returned to Franklin from New York ComicCon, she was contacted by longtime fan Samantha Breton who then provided her with texts and emails from Plump that show her proof of Plump's nefarious activities and machinations against Ms. Kenyon. Activities that included her rounding up fans to turn them against the Plaintiff so that they would cease buying Ms. Kenyon's books and encouraging them to write to her publisher to disparage her and her work. Additionally, these messages showed the true, ugly nature of Ms. Plump's unfounded malice towards Ms. Kenyon and her desire to ruin Ms. Kenyon's life.
113. Ms. Breton provided Plaintiff with text messages where Ms. Plump discussed contacting Ms. Kenyon's business associates such as Premiere Collectibles in order to cause harm to her career, and to disparage Ms. Kenyon. Furthermore, she urged Ms. Breton to go out and incite other fans to act against Ms. Kenyon and her books so as to cause Ms. Kenyon financial loss and emotional distress.

114. When Ms. Kenyon's son makes a post about his mother on her Facebook wall, Ms. Plump poses as a person named "Dalton Ramsey" and claims to be a friend and former classmate of Ms. Kenyon's sons. Clearly a fake account given that none of Ms. Kenyon's sons have ever been friends with a boy named Dalton and there has never been a Ramsey in any of their classes at any of the schools they've attended. The context of the post is false and exposes Plump as she uses her personal familiar reference to Plaintiff as "SK", a nomenclature not used by any of Plaintiff's other fans or associates, and one that has never been used by any of Ms. Kenyon's sons' friends or associates. When confronted, Ms. Plump immediately has the post pulled from the wall. This evidenced the insidious stalking committed by Plump to demean and damage Ms. Kenyon.
115. In October 2018, Mr. Kenyon had the cable cut off in Ms. Kenyon's home even though he was under a restraining order in the divorce to not make changes to the parties' accounts. Even though Mr. Kenyon has stolen nearly a million dollars, he did not want to be burdened with paying this utility in his sole name. This disrupted Ms. Kenyon's ability to work and meet her deadlines. Once Comcast installed a new modem, it was discovered that someone had set Ms. Kenyon's network up with backdoor access and that Mr. Kenyon was still able to control her internet account. This could have only been accomplished by Cavanaugh and Mr. Kenyon working together. It was also discovered by other security professionals that Mr. Kenyon had Cavanaugh do highly suspicious and unorthodox wiring for her system to slowdown her network and interfere with her work.

116. Ms. Kenyon then discovered that her computer was being hacked and a third party attempting to log in. Ms. Kenyon uses her computer for her writing and many manuscripts are stored for remote access. Logging in to her computer would allow someone to steal her intellectual property and proprietary emails. Cavanaugh knew the operations of Ms. Kenyon's computers and security system. He also worked under the direction of Mr. Kenyon. Likewise, the new modem wouldn't function properly as someone from the outside kept remoting into Ms. Kenyon's home network and resetting her IP address. Whenever this happened, it would bring down Ms. Kenyon's network and cancel all internet access, leaving Ms. Kenyon and her son with no internet for weeks on end. As Ms. Kenyon's company and income relies on the internet, this caused her great financial harm and it cost her hundreds of dollars to have it repaired.
117. In November 2018, Ms. Breton provided Ms. Kenyon with more texts that show Plump was still in contact with Mr. Kenyon. Ms. Plump told Ms. Breton that she heard from a mutual friend that Ms. Kenyon was screaming and yelling at her staff at New York ComicCon. She also said that Ms. Kenyon always "lurks" in the back of her booth so that she can eavesdrop on her staff and fans, and their conversations. This blatant lie was intended solely to defame Kenyon. The characterization is also inconsistent with reality. This malicious lie was intended solely to malign Ms. Kenyon and damage her reputation.
118. In December 2018, Ms. Breton received alarming texts from Plump that Plump no longer had any loyalty whatsoever and that Plump fully intended to use Ms.

Kenyon's databases, files and whatever else she had removed from Ms. Kenyon's home, office and storage for her own personal gain once Plump no longer had to fear testifying in court and regardless of the Non-Disclosure Agreement she had signed that said she was to surrender any and all files, photographs, documents, etc. relating to Ms. Kenyon and her family. It is clear that Mr. Kenyon has sewn the destruction by bringing Ms. Plump into her life and that the two of them are willfully out to destroy Ms. Kenyon, regardless of the laws and whatever legal documents they've signed in the past or present, or whatever court orders they're under. Neither party seems to have any regard for the law or for Ms. Kenyon or her property, and they are out to wreak her utter destruction.

119. On December 20, 2018, Plaintiff filed a breach of contract claim against Kerrie Plump in the Davidson County Chancery Court. Ms. Plump admits in her affidavit that she is in possession of Plaintiff's intellectual property including the database of characters used by Plaintiff to build her fictional series. Plump could have only come to possession this property on her own personal devices with the assistance of Mr. Kenyon and Cavanaugh.

CAUSES OF ACTION

Plaintiff incorporates the averments set forth above as establishing the elements of the following causes of action against the Defendants:

A. Conspiracy to commit intentional interference with business relationships, prospective contractual relations, and performance of a contract.

A civil conspiracy is defined as: a combination of two or more persons who, each

having the intent and knowledge of the other's intent, accomplish by concert an unlawful purpose, or accomplish a lawful purpose by unlawful means, which results in damage to the plaintiff. The elements of a civil conspiracy include common design, concert of action, and an overt act. To be actionable, the defendants must be liable for an underlying tort that was committed pursuant to the conspiracy. There must be a concerted effort by the defendants to cause harm to the plaintiff, and the plaintiff must, in fact, suffer harm as a result of the defendants' efforts. *Ram Tool & Supply Co. v. HD Supply Constr. Supply Ltd.*, M2013-02264-COA-R3-CV, (Tenn. Ct. App. July 21, 2016)

Defendants Kenyon, Plump, and Cavanaugh acted in concert to interfere with the prospective contractual relationships and business relationships of the Plaintiff. In addition, they intentionally interfered with the performance of the contracts as described herein.

B. Concerted Action Aiding & Abetting.

Tennessee recognizes a common law civil liability theory of aiding and abetting, which requires a plaintiff to prove that the defendant knew that one's conduct constituted a breach of duty, and that the defendants gave substantial assistance or encouragement to him in his acts. For harm resulting to a third person from the tortious conduct of another, a person is liable if he: (a) orders or induces such conduct, knowing of the conditions under which the act is done or intending the consequences which ensue, or (b) knows that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other so to conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person. *Ram Tool & Supply Co. v. HD Supply Constr. Supply Ltd.*, M2013-02264-COA-R3-CV, (Tenn. Ct. App. July 21, 2016)

Defendant Kenyon aided and abetted Defendants Plump and Cavanaugh in her acts to interfere with Plaintiff's fan base relationships and contractual relationships. Defendant Cavanaugh aided Plump and Kenyon by providing access to Plaintiff's electronic data and secure systems.

C. Intentional interference with business relationships

The Tennessee Supreme Court has expressly adopted the tort of intentional interference with business relationships. The elements of the tort include the following: (1)

an existing business relationship with specific third parties or a prospective relationship with an identifiable class of third persons; (2) the defendant's knowledge of that relationship and not a mere awareness of the plaintiff's business dealings with others in general; (3) the defendant's intent to cause the breach or termination of the business relationship; (4) the defendant's improper motive or improper means; and finally, (5) damages resulting from the tortious interference. Clear Water Partners, LLC v. Benson, No. E2016-00442-COA-R3-CV, (Tenn. Ct. app. Jan. 26, 2017)

Defendants Kenyon and Plump intentionally interfered with Plaintiff's fan base and business relationships in publishing, bookselling and movie production, for the purpose of causing harm to the plaintiff. Defendant Cavanaugh provided access to this information against the interests of Plaintiff.

Defendants knew of the relationship Plaintiff had with publishers and fans and intentionally interfered causing damages to the Plaintiff.

D. Intentional interference with prospective contractual relations.

The relations protected against intentional interference include any prospective contractual relations, except those leading to contracts to marry, if the potential contract would be of pecuniary value to the plaintiff. Included are interferences with the prospect of obtaining employment or employees, the opportunity of selling or buying land or chattels or services, and any other relations leading to potentially profitable contracts. Interference with the exercise by a third party of an option to renew or extend a contract with the plaintiff is also included. Also included is interference with a continuing business or other customary relationship not amounting to a formal contract. A defendant's interference with any prospective contractual relationship or exercise of an option to renew or extend a contract is explicitly covered by the tort of intentional interference with business relationships. A plaintiff asserting the tort of intentional interference with prospective contractual relations may have an existing contract with a third party when the defendant engages in improper conduct that interferes with the plaintiff's future contractual relationship with that third party. Clear Water Partners, LLC v. Benson, No. E2016-00442-COA-R3-CV, (Tenn. Ct. app. Jan. 26, 2017)

Defendants Kenyon and Plump intentionally interfered with Plaintiff's fan base and business relationships in publishing, bookselling and movie production, for the purpose of causing harm to the plaintiff. Defendant Cavanaugh provided access to this information

against the interests of Plaintiff. Defendants actions caused harm to the Plaintiff.

E. Intentional interference with the performance of a contract.

A party in Tennessee can recover for tortious interference with the performance of a contract if the plaintiff can prove the following: (1) that there was a legal contract; (2) that the defendant knew of the existence of the contract; (3) that the defendant intended to induce a breach of the contract; (4) that the defendant acted maliciously; (5) that the contract was actually breached; (6) that the defendant's acts were the proximate cause of the breach; and (7) that the plaintiff suffered damages resulting from the breach. *Clear Water Partners, LLC v. Benson*, No. E2016-00442-COA-R3-CV, (Tenn. Ct. app. Jan. 26, 2017)

Defendants Kenyon and Plump intentionally and maliciously interfered with Plaintiff's fan base and business contracts in publishing, bookselling and movie production, for the purpose of causing harm to the plaintiff. Defendant Cavanaugh provided access to this information against the interests of Plaintiff.

The breach in the contract damaged the Plaintiff.

F. Assault by poisoning.

While the tort of assault is not statutorily based, there is authority for the proposition that "courts may refer to the statutory definition of the crime" in civil actions. 6 Am. Jur. 2d Assault & Battery § 85 (2008). In Tennessee, a person commits criminal assault who: "(1) [i]ntentionally, knowingly or recklessly causes bodily injury to another; (2) [i]ntentionally or knowingly causes another to reasonably fear imminent bodily injury; or (3) [i]ntentionally or knowingly causes physical contact with another and a reasonable person would regard the contact as extremely offensive or provocative." Tenn. Code Ann. § 39-13-101(a) (2010). *Hughes v. Metro. Gov't of Nashville & Davidson County*, 340 S.W.3d 352, 370, 2011 Tenn. LEXIS 455, *47-49

Defendants Kenyon and Plump actively acted in concert to assault Plaintiff by poisoning.

G. Invasion of privacy – public disclosure of private facts.

Plaintiff reserves the right to bring additional invasion of privacy claims against the defendants as discovery uncovers the scope and extent of communication that Plump, Mr. Kenyon, and Cavanaugh have with Plaintiff's fan base.

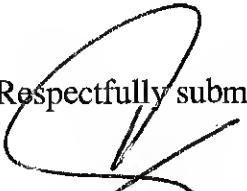
Defendant Plump actively disclosed private facts about Plaintiff to her fans to the detriment of Plaintiff.

WHEREFORE, premises considered that Plaintiff prays as follows:

1. That process issue on this Complaint requiring the Defendants to answer as set forth by law.
2. That a jury of twelve be empaneled to hear this matter.
3. That defendants be held jointly and severally liable under the causes of action set forth above for compensatory and exemplary damages not to exceed twenty million dollars.
4. For such other relief compensatory and equitable as may be deemed appropriate under law.

This is the 7 day of JANUARY 2019.

Respectfully submitted,


Connie Reguli #016867
Megan Woodson Miller #026673
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1646 Westgate Circle, Ste 101
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615-661-0122
615-661-0197 FAX

EXHIBIT

1

CONFIDENTIALITY AGREEMENT

In consideration for Sherrilyn Kenyon and/or any and all companies and other entities owned by or relating thereto and the officers, employees, directors, shareholders, partners, and representatives of the foregoing (collectively, "Kenyon") permitting the undersigned, Kerrie Ann Plump ("Plump") to become and act as a Administrative Assistant and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Plump hereby warrants and agrees as follows:

1. Plump acknowledges and agrees that the privacy of Kenyon is highly valued and that Plump shall make each and every possible effort to maintain confidentiality with respect to all information and other material of every kind whatsoever concerning Kenyon, including but not limited to documents, recordings, and pictures, howsoever coming into Plump's possession or otherwise discovered by Plump (individually and collectively, "Kenyon Material"), expressly excluding information intentionally publicly disclosed (on a broad basis) directly by Kenyon or a party expressly authorized by Kenyon. Plump also acknowledges that due to the particular nature of the entertainment industry, any disclosure or dissemination, whether or not inadvertently, of the Kenyon Material without Kenyon's express written approval will cause severe and irreparable financial and other harm to Kenyon. Accordingly, Plump hereby agrees that Plump shall not at any time use or disclose, directly or indirectly, to anyone other than to Kenyon or her legal representatives, any of the Kenyon Material and Plump further agrees to keep all such information strictly confidential, private, secret, and sensitive. All Kenyon Material, and any other documents, pictures, recordings, records, documents, business contacts (business associates), client contacts, readership lists or other materials in any way relating to Kenyon, whether prepared by Plump or otherwise coming into Plump's possession, is and shall be forever Kenyon's sole and exclusive property, and Plump shall not retain, copy, or disclose any of them without Kenyon's prior written consent, but shall, at Kenyon's written request, immediately deliver to Kenyon any and all Kenyon Material which may come into Plump's possession.

2. I agree that all Kenyon Material, whether prepared by me or otherwise coming into my possession, is and shall be forever Kenyon's sole and exclusive property, and I shall not retain, copy, or disclose it without Kenyon's prior written consent. At and after the end of my work, I shall immediately deliver to Kenyon any and all such materials which may come into my possession.

(a) I also agree that I will not, without Kenyon's prior written consent, discuss or give any interviews or lectures (written or oral), or write, prepare, or assist in the writing or preparation of any books, articles, or other material concerning Kenyon. I further agree not to do any act or make any statement that may harm or disparage Kenyon or Kenyon's reputation or public image.

(b) I acknowledge and agree that I do not have any right to use in any way, in whole or in part, or any interest whatsoever in or to, Kenyon's names, likenesses, or biographical or business information.

(c) I acknowledge and agree that due to the particular nature of the entertainment and media industry, any disclosure or dissemination of the information or material

described herein will cause severe and irreparable harm to Kenyon. Accordingly, I expressly agree that if I breach or threaten to breach any covenant or representation made by me in this agreement, Kenyon shall be automatically entitled (in addition to and without waiving any other rights or remedies Kenyon may have) to obtain injunctive relief against me, including without limitation a court order forbidding me from disclosing, disseminating, or using the Kenyon Material or any other information or materials described herein, and enjoining the publication, dissemination, use, release, or exploitation of such information or materials.

(d) In addition, I expressly grant and assign to Kenyon any and all monies or other benefits whatsoever received by or payable to me (or any designee or representative of mine) in connection with any use, dissemination, or exploitation of the Kenyon Material or any other information or material described in this agreement. Any such monies received by me, or on my behalf, shall be held in trust for immediate payment over to Kenyon.

3. I expressly acknowledge and agree that the engagement for my services by Kenyon is entirely "at will," that I may be discharged at any time for any reason or for no reason whatsoever, and that upon such discharge (except only if and as provided in a separate written agreement duly approved and executed by Kenyon) I shall have no entitlement to any compensation whatsoever.

4. I specifically agree that I will not without Kenyon's express written consent, accept any compensation of any kind or gift or gratuity whatsoever, including but not limited to any commission, discount, bonus, materials, supplies, or other merchandise, services or labor, regardless of its face value or form, from any person, firm or corporation with whom Kenyon does business, or whose interest may or does conflict with Kenyon. If something is given without her solicitation, Plump will inform Kenyon of the gift or gratuity for permission to keep or return the gift. Small meals and drinks given to Plump by preexisting friends, customers, and associates will not be a violation of this agreement. It is understood and agreed that if I violate this provision, Kenyon may immediately terminate my services.

5. I acknowledge that all the persons and entities comprising "Kenyon" (as defined above), and their successors and assigns, are express third-party beneficiaries of this agreement and shall have the right to enforce its provisions against me. Any of the persons or entities comprising Kenyon may assign this agreement and/or any of their respective rights or privileges hereunder, in one or more assignments, and this agreement shall inure to the benefit of all such successors and assigns. My obligations hereunder shall survive any termination of my services with Kenyon.

6. This agreement shall be governed by the laws of the State of Tennessee and of the United States as they are applied to agreements made and wholly to be performed in Tennessee. The parties agree that the courts of Williamson County, Tennessee shall have jurisdiction over any action to enforce this Agreement or other dispute or action between the parties. The parties agree to submit to the jurisdiction of such courts for the purposes of any such action.

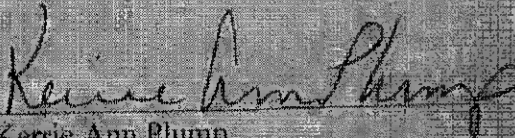
CONFIDENTIALITY AGREEMENT

7. This agreement constitutes the entire understanding between the parties with respect to its subject matter, superseding all prior agreements and understandings, written or oral, with respect to its subject matter. This agreement may not be amended or modified, nor any provision hereof waived, other than by a writing signed by the party to be charged.

8. I have carefully read this agreement, and I fully understand and agree with its terms. I understand that this agreement substantially affects my rights with respect to my services and with respect to material written, developed, or created by me. I have had the opportunity to consult with a lawyer of my own choosing in connection herewith, and I enter into this agreement freely and without coercion.

Agreed:

Signed:


Kerrie Ann Plump

Date:

October 1, 2015

EXHIBIT

2

SUK Details

Figure 1. The structure of the proposed model. The input is a 2D image of a handwritten digit. The input is processed by a convolutional layer, followed by a fully connected layer, and finally a softmax layer for classification. The output is a probability distribution over the 10 classes (0-9).

DATE:	12/29/17
INVOICE #	2017-10
Customer ID	SLK

Sherrilyn Kenyon

SLK	77.50	\$30.00	2,325
LSS / JHS / School	29.50	\$30.00	885
(discounted 15%)			132.75
Btsty / Storage	158	\$15.00	2,370
Details of each category attached			
		SUBTOTAL	5,447.25
OTHER COMMENTS		Expenses	0
All work performed at the direction of		SUB-TOTAL	5,447.25
Lawrence Kenyon, Attorney at Law.		Payments	0
		TOTAL	5,447.25

Kerrie Ann Plump

DATE:
INVOICE #
Customer ID

Sherrilyn Kenyon

DESCRIPTION	QUANTITY	RATE
SLK	374.00	\$30.00
LSS / IHS / School (discounted 15%)	105.75	\$30.00
Etsy / Storage	125.5	\$15.00
Details of each category attached		

OTHER COMMENTS

All work performed at the direction of
Lawrence Kenyon, Attorney at Law.

SUBTOTAL
Expenses

SUB-TOTAL
10/7/17 payment
TOTAL

Lawrence Sherrilyn Kenyon

Check Register

For the Period From Jan 1, 2017 to Dec 31, 2018

Filter Criteria includes: 1) Vendor ID's from Kerrie Plump to Kerrie Plump. Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
5763	6/11/15	Kerrie Plump	1000-000 (US BANK ending 1032)	270.00
5850	7/14/15	Kerrie Plump	1000-000 (US BANK ending 1032)	315.00
5800	9/7/15	Kerrie Plump	1000-000 (US BANK ending 1032)	180.00
5915	10/8/15	Kerrie Plump	1000-000 (US BANK ending 1032)	135.00
5956	11/16/15	Kerrie Plump	1000-000 (US BANK ending 1032)	225.00
6043	2/11/16	Kerrie Plump	1000-000 (US BANK ending 1032)	180.00
6108	4/20/16	Kerrie Plump	1000-000 (US BANK ending 1032)	135.00
6132	5/14/16	Kerrie Plump	1000-000 (US BANK ending 1032)	225.00
6191	7/8/16	Kerrie Plump	1000-000 (US BANK ending 1032)	315.00
6292	10/20/16	Kerrie Plump	1000-000 (US BANK ending 1032)	2,655.00
6375	1/18/17	Kerrie Plump	1000-000 (US BANK ending 1032)	2,300.92
6391	1/31/17	Kerrie Plump	1000-000 (US BANK ending 1032)	2,526.69
2412	1/8/16	Kerrie Plump	1015-000 (US BANK ending 4468)	1,132.50
2432	3/2/16	Kerrie Plump	1015-000 (US BANK ending 4468)	1,343.75
2493	8/15/16	Kerrie Plump	1015-000 (US BANK ending 4468)	1,429.65
2581	3/12/17	Kerrie Plump	1015-000 (US BANK ending 4468)	2,640.00
2613	5/11/17	Kerrie Plump	1015-000 (US BANK ending 4468)	1,547.50
2614	5/11/17	Kerrie Plump	1015-000 (US BANK ending 4468)	1,462.50
2635	7/7/17	Kerrie Plump	1015-000 (US BANK ending 4468)	6,015.00
2675	10/7/17	Kerrie Plump	1015-000 (US BANK ending 4468)	7,500.00
2689	11/5/17	Kerrie Plump	1015-000 (US BANK ending 4468)	8,299.13
2708	12/29/17	Kerrie Plump	1015-000 (US BANK ending 4468)	8,439.75

Total 49,272.39

EXHIBIT

3

SHERRILYN KENYON SERIES LIST

Chronicles of Nick

1	<u>Infinity</u>	Urban Fantasy	Jun-2010
2	<u>Invincible</u>	Urban Fantasy	Apr-2011
3	<u>Infamous</u>	Urban Fantasy	Mar-2012
4	<u>Inferno</u>	Urban Fantasy	Apr-2013
5	<u>Illusion</u>	Urban Fantasy	Apr-2014
6	<u>Instinct</u>	Urban Fantasy	Apr-2015
7	<u>Invision</u>	Fantasy	May-2016
8	<u>Intensity</u>	Fantasy	Apr-2017

Dark-Hunters

1	<u>Night Pleasures</u>	Paranormal Romance	Oct-2002
2	<u>Night Embrace</u>	Paranormal Romance	Jul-2003
3	<u>Dance With The Devil</u>	Paranormal Romance	Dec-2003
4	<u>Kiss of the Night</u>	Paranormal Romance	Apr-2004
5	<u>Seize the Night</u>	Paranormal Romance	Jan-2005
6	<u>Sins of the Night</u>	Paranormal Romance	Jul-2005
6.5	<u>Second Chances</u>	Paranormal Romance	Jul-2005
7	<u>Dark Side of the Moon</u>	Paranormal Romance	Jun-2006
8	<u>"A Hard Day's Night-Searcher"</u> (ss)	Paranormal Romance	Oct-2006
9	<u>"Until Death We Do Part"</u> (ss)	Paranormal Romance	Oct-2006
10	<u>Devil May Cry</u>	Paranormal Romance	Aug-2007
10.5	<u>The Dark-Hunter Companion</u>	Paranormal Romance	Nov-2007
11	<u>Acheron</u>	Paranormal Romance	Aug-2008 ^

12	<u>One Silent Night</u>	Paranormal Romance	Nov-2008
13	<u>No Mercy</u>	Paranormal Romance	Sep-2010
14	<u>Retribution</u>	Paranormal Romance	Aug-2011
15	<u>Time Untime</u>	Paranormal Romance	Aug-2012
16	<u>Styxx</u>	Paranormal Romance	Sep-2013
17	<u>"Dark Bites" (ss)</u>	Paranormal Romance	Jan-2014
18	<u>Son of No One</u>	Paranormal Romance	Sep-2014
19	<u>Dragonbane</u>	Paranormal Romance	Aug-2015
20	<u>Dragonmark</u>	Paranormal Romance	Aug-2016
21	<u>Dragonsworn</u>	Paranormal Romance	Aug-2017
22	<u>Stygian</u>	Urban Fantasy	Sep-2018

Dark-Hunter Universe

0	<u>Fantasy Lover</u>	Paranormal Romance	Jan-2002
1	<u>Night Pleasures</u>	Paranormal Romance	Oct-2002
2	<u>"Dragonswan" (ss)</u>	Historical Romance	Sep-2002
3	<u>Night Embrace</u>	Paranormal Romance	Jul-2003
4	<u>"Phantom Lover" (ss)</u>	Paranormal Romance	Nov-2003
5	<u>"A Dark-Hunter Christmas" (ss)</u>	Paranormal Romance	Jan-2014
6	<u>Dance With The Devil</u>	Paranormal Romance	Dec-2003
7	<u>Kiss of the Night</u>	Paranormal Romance	Apr-2004
8	<u>Night Play</u>	Paranormal Romance	Aug-2004
9	<u>"Winter Born" (ss)</u>	Paranormal Romance	Nov-2004
10	<u>Seize the Night</u>	Paranormal Romance	Jan-2005
11	<u>Sins of the Night</u>	Paranormal Romance	Jul-2005
12	<u>Unleash the Night</u>	Paranormal Romance	Jan-2006
13	<u>Dark Side of the Moon</u>	Paranormal Romance	Jun-2006



14	<u>"A Hard Day's Night-Searcher"</u> (ss)	Paranormal Romance	Oct-2006
15	<u>"Until Death We Do Part"</u> (ss)	Paranormal Romance	Oct-2006
16	<u>The Dream Hunter</u>	Paranormal Romance	Feb-2007
17	<u>"Fear the Darkness"</u> (ss)	Paranormal Romance	Jan-2014
18	<u>Devil May Cry</u>	Paranormal Romance	Aug-2007
19	<u>Upon The Midnight Clear</u>	Paranormal Romance	Nov-2007
20	<u>Dream Chaser</u>	Paranormal Romance	Feb-2008
21	<u>Acheron</u>	Paranormal Romance	Aug-2008
22	<u>"Where Angels Fear to Tread"</u> (ss)	Horror	Nov-2008
23	<u>"Shadow of the Moon"</u> (ss)	Romance	Dec-2008
24	<u>One Silent Night</u>	Paranormal Romance	Nov-2008
25	<u>Dream Warrior</u>	Paranormal Romance	Feb-2009
26	<u>Bad Moon Rising</u>	Paranormal Romance	Aug-2009
27	<u>No Mercy</u>	Paranormal Romance	Sep-2010
28	<u>Retribution</u>	Paranormal Romance	Aug-2011
29	<u>The Guardian</u>	Paranormal Romance	Oct-2011
30	<u>Time Untime</u>	Paranormal Romance	Aug-2012
31	<u>Styx</u>	Paranormal Romance	Sep-2013
32	<u>House of the Rising Son</u>	Paranormal Romance	Jan-2016
33	<u>Son of No One</u>	Paranormal Romance	Sep-2014
34	<u>Dragonbane</u>	Paranormal Romance	Aug-2015
35	<u>Dragonmark</u>	Paranormal Romance	Aug-2016
36	<u>Dragonsworn</u>	Paranormal Romance	Aug-2017
37	<u>Stygian</u>	Urban Fantasy	Sep-2018

Dark-Hunter Manga

1	<u>The Dark-Hunters, Volume 1</u>	Fantasy	Jul-2009
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2	<u>The Dark-Hunters, Volume 2</u>	Graphic Novel	Mar-2010
3	<u>The Dark-Hunters, Volume 3</u>	Fantasy	Oct-2010
4	<u>The Dark-Hunters, Volume 4</u>	Graphic Novel	Mar-2011

Deadman's Cross

1	<u>Deadmen Walking</u>	Paranormal Romance	May-2017
2	<u>Death Doesn't Bargain</u>	Fantasy Romance	May-2018

Dream-Hunters

1	<u>"Phantom Lover" (ss)</u>	Paranormal Romance	Nov-2003
2	<u>The Dream Hunter</u>	Paranormal Romance	Feb-2007
3	<u>Upon The Midnight Clear</u>	Paranormal Romance	Nov-2007
4	<u>Dream Chaser</u>	Paranormal Romance	Feb-2008
5	<u>Dream Warrior</u>	Paranormal Romance	Feb-2009
6	<u>The Guardian</u>	Paranormal Romance	Oct-2011
7	<u>"Dark Bites" (ss)</u>	Paranormal Romance	Jan-2014

Hellchasers

1	<u>"Where Angels Fear to Tread" (ss)</u>	Horror	Nov-2008
2	<u>Bad Moon Rising</u>	Paranormal Romance	Aug-2009
3	<u>Time Untime</u>	Paranormal Romance	Aug-2012

The League

1	<u>Born of the Night</u>	Fantasy Romance	Feb-1996
2	<u>Born of Fire</u>	Fantasy	Nov-2009
3	<u>Paradise City / Born of Ice</u>	LFR- Fantasy Romance	Aug-1994
4	<u>"Fire and Ice" (ss)</u>	Paranormal Romance	Nov-2004
5	<u>Born of Shadows</u>	Paranormal Romance	May-2011
6	<u>Born of Silence</u>	Paranormal Romance	May-2012

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7	<u>Cloak & Silence</u>	Fantasy Romance	Aug-2013
8	<u>Born of Fury</u>	Paranormal Romance	Jul-2014
9	<u>Born of Defiance</u>	Science Fiction	May-2015
10	<u>Born of Betrayal</u>	Fantasy Romance	Nov-2015
11	<u>Born of Legend</u>	Fantasy Romance	Jun-2016
12	<u>Born of Vengeance</u>	Fantasy Romance	Feb-2017

Were-Hunters

1	<u>"Dragonswan" (ss)</u>	Historical Romance	Sep-2002
2	<u>Night Play</u>	Paranormal Romance	Aug-2004
3	<u>"Winter Born" (ss)</u>	Paranormal Romance	Nov-2004
4	<u>Unleash the Night</u>	Paranormal Romance	Jan-2006
5	<u>Dark Side of the Moon</u>	Paranormal Romance	Jun-2006
6	<u>"Shadow of the Moon" (ss)</u>	Romance	Dec-2008
7	<u>Bad Moon Rising</u>	Paranormal Romance	Aug-2009
8	<u>No Mercy</u>	Paranormal Romance	Sep-2010
9	<u>The Guardian</u>	Paranormal Romance	Oct-2011
10	<u>"Dark Bites" (ss)</u>	Paranormal Romance	Jan-2014

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